

# General Terms of Purchase Randstad Groep Nederland B.V.

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## Introduction

These are the general terms of Randstad Groep Nederland B.V and its group companies for the purchase of goods and services (the "General Terms"). The term "Randstad" used in these General Terms means the legal entity within the Randstad Group that has a legal relationship with the supplier and/or the entity for whose benefit the goods are purchased or the services are performed. Each Randstad entity enters into all agreements on behalf of itself and all Randstad group companies. This means that all goods and services that are subject to an agreement can be used by all (current and future) Randstad group companies, as if they are party to the agreement.

## PART 1: GENERAL

### 1. Reading instructions

These General Terms are comprised of: (i) an introduction and this general Part 1, both of which apply automatically; and (ii) specific parts that will apply depending on the goods and/or services being purchased. Multiple parts may apply simultaneously. In the event of any conflict between this general Part 1 and a specific part, or between a specific part and a more specific part, the (most) specific part shall prevail over the general part or the less specific part, respectively. The General Terms are structured as follows:

#### **Part 1: general** (clauses 1-21):

General provisions, including those relating to liability and termination.

#### **Part 2: goods** (clauses 22-26):

Specific provisions regarding the purchase of goods, such as office supplies, telephones, computers, peripheral equipment, and other goods.

#### **Part 3: services** (clauses 27-30):

Specific provisions regarding the purchase of services in the field of consultancy, education/training courses, marketing services, communication, hiring staff, etc.

#### **Part 4: IT services** (clauses 31-42):

Specific provisions regarding the purchase of services where IT is being used or delivered, such as SaaS (Software as a Service), the development of custom software (including client and server applications, mobile apps, interfaces, portals and websites), software licenses, maintenance and support, etc.

### 2. Terms, agreements and offers

- 2.1 These General Terms shall govern all legal relationships between Randstad and the supplier from which Randstad purchases goods and/or services from the supplier.
- 2.2 If Randstad and the supplier have concluded a separate, individually negotiated written agreement for the supply of goods and/or services to Randstad, then in the event of any conflict between the two, the terms of that written agreement shall prevail over these General Terms.
- 2.3 To the extent that these General Terms contain more favorable terms for Randstad, these General Terms shall prevail over the following documents:
  - (a) any general terms and conditions (including general licensing terms and conditions) of the supplier and/or its subcontractors as referred to in clause 19, whether or not these terms and conditions are printed on supplier's invoices, presented to and possibly accepted by any Randstad employee, published on any of the supplier's websites or elsewhere; and/or

- (b) descriptions of products and/or services or other standard documents of the supplier, whether or not published on websites and/or referred to in a document (for example via a web link). The supplier shall provide Randstad with a full copy of such standard document(s).

- 2.4 Any offer from the supplier shall not be revocable by the supplier, and shall remain valid for a period of three (3) months after receipt of the offer by Randstad.
- 2.5 The supplier shall not be entitled to reimbursement of any costs incurred in preparing, detailing, discussing or negotiating the offer or of any other costs in connection with the offer or the preparation of any goods or services to be delivered, regardless of whether or not an agreement for goods and/or services is concluded with that supplier.
- 2.6 The conclusion of an agreement with the supplier shall not impose any exclusivity or (minimum) purchase obligations on Randstad. Randstad is not bound in any way by any volume estimates, plans, intentions, etc. communicated within the context of discussions concerning an agreement to be concluded.

### 3. General obligations of the supplier

- 3.1 The supplier shall perform its obligations under the agreement using the level of care and skill that can be reasonably expected from a competent and professional supplier under comparable circumstances and under comparable contractual terms.
- 3.2 The supplier shall ensure that the goods and services to be delivered (continuously) meet all of the specifications agreed with Randstad, and (continuously) meet any requirements that may be reasonably expected by Randstad. The supplier shall ensure that the goods and services are fit for the purposes known and knowable to the supplier for which Randstad purchased them. Goods and services must also at least satisfy the specifications stated in the supplier's offer.
- 3.3 The supplier shall follow Randstad's reasonable instructions when performing its obligations under the agreement.
- 3.4 Goods and services shall be delivered to the agreed location or, in the absence of any such agreement, at the location notified to the supplier by or on behalf of Randstad for that purpose. The delivery of goods or services shall include, at a minimum, all activities, parts, ancillary materials, accessories, user documentation, tools and/or spare parts and licenses necessary or desirable to be able to use and/or derive the full benefit of the goods or services, and no additional costs may be charged for the same.
- 3.5 Time is of the essence in the performance of the agreement. The supplier shall be in default if any agreed delivery dates are not met. Randstad may, in its discretion, allow the supplier a reasonable period of fifteen (15) calendar days in which the supplier can remedy any default, and shall notify the supplier in writing if it elects to exercise this discretion. The failure or delay by Randstad to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, and the same shall not be deemed a continuing waiver of any such rights and does not impact the binding effect of subsequent delivery periods. Randstad is not required to purchase services or goods on any date other than the agreed delivery date. Randstad reserves the right to postpone the agreed delivery date. If this demonstrably results in unavoidable additional costs for the supplier, Randstad will

reimburse these costs, provided that the supplier notifies and provides evidence to Randstad of such additional costs immediately upon becoming aware of such additional costs, and obtains written consent from Randstad for incurring such costs.

- 3.6 The supplier shall immediately report any actual or anticipated delays or (other) breaches of the Agreement to Randstad. The supplier shall consult with Randstad in order to mitigate the impact of any such delay or breach to the extent possible (without charging additional fees), without prejudice to Randstad's other rights.
- 3.7 If the supplier breaches or expects to breach the agreement, the supplier shall inform Randstad of the details of the measures proposed by the supplier to remedy such breach and avoid its reoccurrence. Without prejudice to Randstad's other rights in relation to such breach, the supplier shall:
- deliver or re-deliver the relevant goods or services, if this is reasonably possible and if Randstad has agreed; and
  - deploy, as quickly as possible, all additional means reasonably necessary to avoid a reoccurrence of such breach.

#### **4. Statutory regulations, and third-party consent**

- 4.1 In the performance of the agreement, the parties shall comply with all applicable statutes, laws and regulations. The goods and services delivered by the supplier must always comply with any applicable statutory standards and/or any requirements that are applicable at the time and place of delivery and (any changes to) such statutory standards and/or any requirements that have been announced to be implemented in the short term.
- 4.2 The parties shall discuss with each other (any imminent changes in) applicable laws or regulations that may have an impact on the goods and services in good time as soon as a party becomes aware of these.
- 4.3 The supplier shall be responsible for applying for, obtaining and retaining any permits, certificates, approvals and (software) licenses from third parties and accreditations necessary for the performance of the agreement, at its own expense. The supplier will provide all reasonable assistance to Randstad as may be required in order to comply with the applicable statutory requirements, as well as any certification and accountability requirements, that are known or knowable to the supplier. The supplier shall document its performance of the agreement and the services in a professional manner.
- 4.4 Where there has been a change in any applicable statutory requirements, any goods and services that already have been delivered to Randstad will be adapted to the new requirements by the supplier at Randstad's request at the agreed rates or, in the absence of such agreed rates, at reasonable rates to be agreed upon at such time. If a maintenance agreement has been concluded between the supplier and Randstad, this obligation is deemed to be included in such maintenance agreement.
- 4.5 The supplier shall ensure that the goods and services which it delivers do not infringe any valid third-party right and that their use is not otherwise unlawful in respect of third parties.
- 4.6 If use by Randstad of goods or services provided by the supplier is limited or prohibited as a result of third party claims, after consulting with Randstad, the supplier shall:
- procure a right of use from this third party so that Randstad can continue to use the relevant goods and services without interruption; or, if and only if this is not reasonably possible;
  - replace the goods and services involved with equivalent goods and services that offer at least the same

functionality and performance and that do not infringe third-party rights. In connection with any replacement of goods or services under this paragraph b, supplier shall at no charge provide all measures, such as transition services, consultation or training as reasonably required to mitigate the disruption to Randstad's operations that may result from such replacement.

- 4.7 If a claim is made against Randstad for actual or alleged infringement of a third party's intellectual property rights arising out of or in relation to Randstad's use of the goods and services provided by the supplier as contemplated by clause 4.6 above, Randstad shall:
- report such claim in writing to the supplier as soon as reasonably possible, and
  - provide to the supplier all reasonable cooperation in the defense of that claim at the cost and expense of the supplier.
- 4.8 Any costs incurred in connection with measures that are taken to prevent or mitigate Randstad's inability to use goods or services and/or to limit additional costs or damage as a result of any such (actual or alleged) third party intellectual property infringements will be borne by the supplier.
- 4.9 Without prejudice to the provisions in the preceding paragraphs, Randstad may, in the event of any actual, claimed or alleged violation of third party rights, terminate (in whole or in part) all or part of the agreement with the supplier by notice in writing.

#### **5. Randstad's cooperation**

- 5.1 Randstad shall:
- make available within a reasonable time all information requested by the supplier that is reasonably necessary and relevant for the supplier for the performance of the agreement, including relevant information regarding the purpose for which Randstad is procuring the relevant goods or services;
  - make available the information, materials, facilities and cooperation agreed in writing for the purpose of enabling the delivery of the goods and services.
- 5.2 After the delivery by Randstad of any such information, materials and/or facilities to the supplier, the supplier shall check these to verify their suitability, completeness and/or proper functioning. The supplier shall as soon as possible, and in any case within ten (10) working days, report any irregularities to Randstad, failing which Randstad will not be liable for any costs or consequences arising out of or in relation to such irregularities.

#### **6. Activities at Randstad locations**

- 6.1 When performing activities at Randstad locations, the supplier shall ensure that the employees, freelancers, and other third parties deployed by the supplier in the performance of the services, comply with the policies and rules of conduct and safety applicable at those locations as well as the instructions of Randstad.
- 6.2 Randstad shall ensure that its locations comply with any applicable laws and regulations, such as health and safety regulations and working conditions standards.
- 6.3 The supplier, its employees, freelancers and other third parties deployed by the supplier in the performance of the services shall only be granted access to Randstad locations and Randstad's IT systems under the conditions set out in the Vendor Information Security Requirements referred to in clause 40.
- 6.4 Randstad may ask the supplier's employees, freelancers and other third parties deployed by the supplier in the

performance of the services to sign a document relating to confidentiality, intellectual property rights and/or policies and rules of conduct before they are given access to Randstad's locations and/or systems. The supplier shall ensure that they sign and comply with the terms of any such document(s).

## **7. Acceptance procedure and correction of errors**

- 7.1 Randstad shall be entitled to perform acceptance tests on the delivered goods and/or results of services in order to determine whether the agreed requirements relating to those goods and/or services are satisfied.
- 7.2 If delivery takes place in parts, both the individually delivered parts and the end result as a whole may be subjected to an acceptance test.
- 7.3 Randstad shall have a period of fifteen (15) working days after the complete delivery of the delivered parts or end result of the relevant goods and/or results of services within which to carry out any acceptance tests.
- 7.4 Randstad may extend the acceptance test period proportionally, if:
  - (a) Errors come to light during the acceptance test that render Randstad unable to perform or complete the acceptance test in time, without prejudice to the rights of Randstad in case of overdue delivery, or
  - (b) Randstad is not able to complete the acceptance test within the acceptance test period on reasonable grounds.Randstad shall notify the supplier of any extension of the acceptance test period in accordance with this provision, and shall determine the period within which it will complete the acceptance test. "Errors" are understood in these General Terms to mean: the non-functioning, or faulty functioning, of software applications, and/or any other non-compliance of the services, goods or results of the services with the agreement or specifications.
- 7.5 Randstad shall notify the supplier of any Errors discovered within ten (10) working days from the end of the acceptance test period specified in clause 7.3 or 7.4 above.
- 7.6 If Errors are discovered during an acceptance test, the supplier shall correct them within the time limit agreed upon with Randstad and, in the absence of any such agreed time limit, within ten (10) working days after the notification referred to in clause 7.5. After the repair activities are performed, a new acceptance test period commences that will last as long as the original acceptance test period. Clauses 7.3, 7.4 and 7.5 apply to any retest.
- 7.7 If Errors are discovered during a subsequent acceptance test, Randstad may, at its discretion:
  - (a) enable the supplier to correct the reported Errors within a reasonable period of no more than ten (10) days from notification of the Errors, if such correction is possible; or
  - (b) terminate all or part of the agreement for such breach.
  - (c) The supplier shall correct any Errors at no additional cost to Randstad, and acknowledges that this remedy is without prejudice to any other rights that Randstad may have.
- 7.8 If correction of the Errors is not possible or if the Errors are not corrected within the agreed or aforementioned time limit, Randstad may each time terminate all or part of the agreement for such breach.
- 7.9 Randstad shall confirm its acceptance of the goods and/or results of the services to the supplier in writing. Such acceptance will be deemed to have taken place on the date of that written notice. In the absence of such notification by Randstad, the deliverables will be deemed to be accepted by Randstad ten (10) working days after the end of the acceptance test period. If, in Randstad's reasonable opinion,

the Errors are of an insignificant nature and do not materially hinder operational use, Randstad shall not withhold its acceptance on those grounds, without prejudice to the supplier's obligation to correct the reported minor Errors without delay and at no additional cost to Randstad.

- 7.10 The signing by Randstad of any proof of receipt or proof of delivery does not imply approval or acceptance of the delivered goods or (results of) services.
- 7.11 The acceptance test and/or the test use may be performed by Randstad itself or by a third party designated by Randstad.
- 7.12 Randstad is not obliged to make any payment to supplier before acceptance has taken place. Payments that are made prior to acceptance are always made on the understanding that they are conditional upon Randstad's subsequent acceptance.
- 7.13 If Errors arise in goods delivered by the supplier within thirty (30) working days of Randstad commencing usage of such goods, Randstad shall be entitled to request immediate replacement of those delivered goods with new goods. If immediate replacement (within three (3) working days) is not possible, Randstad shall be entitled to cancel the relevant order and obtain a full refund of any fees paid in advance, without prejudice to any other rights.
- 7.14 A general warranty period of two (2) years applies from the later of (i) complete acceptance, or (ii) in case no acceptance test has been applied, complete delivery of the services or goods. Errors reported during the warranty period will be remedied by the supplier as quickly as possible and, in any event, no later than within ten (10) working days of Randstad notifying the supplier of such Errors, at no cost to Randstad. This warranty applies in addition to, and not instead of, any more favorable warranty arrangements offered by the supplier or the relevant manufacturer for the delivered goods and services. The supplier warrants that, during the warranty period, the goods and services are (a) free from any defects in workmanship, material and design (b) conform to applicable specifications, samples and other requirements specified by Randstad (c) be fit for their intended purpose and operate as intended (d) be merchantable and of satisfactory quality, and (e) be free and clear of all liens, security interests or other encumbrances.
- 7.15 If Randstad has purchased maintenance and/or support service regarding the delivered item, the supplier shall - even after the warranty period - correct any Errors reported after the acceptance test period, as part of that maintenance or support service, in accordance with the applicable service levels.
- 7.16 Maintenance and/or support services for goods or services to be delivered by the supplier are deemed to commence, and payment for such services becomes due, at the time that their operational use by Randstad commences, unless such operational use is made in the context of an acceptance test, in which case the maintenance and/or support services (and the related payment obligations) commence from the time of the acceptance.
- 7.17 Acceptance by Randstad shall not constitute a waiver by Randstad of any of its rights under this agreement and shall not release the supplier from its obligation to deliver the good and/or services, or from its obligation to correct Errors reported by the supplier after acceptance as part of its maintenance, management and/or (other) warranty obligations.

## 8. Prices

- 8.1 All goods and services are delivered based on prices and rates to be agreed in advance. Prices and rates must remain within any budgets agreed with Randstad.
- 8.2 If payment based on subsequent costing has been agreed, only the time actually spent on activities approved in advance and registered in the time sheets approved by Randstad in writing may be invoiced.
- 8.3 Only time spent effectively may be charged. Any time spent by the supplier due to errors made by the supplier or other failures in the supplier's performance of the agreement may not be charged.
- 8.4 Any right for Randstad to receive goods and/or services following an advance payment, including hours for support and training, shall never lapse. The advance payment will be refunded (pro rata) to Randstad if the supplier does not deliver those goods and/or services.
- 8.5 The supplier must have prior written consent from Randstad to perform contract variations. No costs may be charged for contract variations that reasonably could have been foreseen upon commencement of the agreement. In all other cases, the costs associated with the variations shall be as agreed between the parties in advance. In the absence of such agreement, the costs related to the variations shall be consistent with market practice and shall not unfavorably differ from the other price arrangements between the parties.
- 8.6 Subject to the other provisions of this clause 8, the supplier shall bear its own costs for the performance of the agreement and Randstad shall not be liable to pay such costs. The supplier shall not be entitled to charge for part of the goods or services delivered that do not comply with the agreement.
- 8.7 Prices and hourly rates are fixed.
- 8.8 The prices and rates are expressed in euros, exclusive of VAT (or equivalent local sales tax). The prices and rates include all other possible duties and taxes. The prices and rates stated in the agreement include all costs that the supplier must incur to satisfy its obligations under the agreement, including travel, accommodation, transport, installation and packaging costs and the costs of means and licenses necessary in the course of performance.
- 8.9 Randstad is entitled to carry out a benchmarking exercise in relation to the price/quality ratio and other terms and conditions of all or part(s) of the goods or services, for agreements longer than two (2) years. If the benchmark demonstrates that the price/quality ratio of the goods and/or services are beneath the average comparable market standard, Randstad is entitled to amend the (terms and conditions of) delivery of the goods and/or services in order to make them consistent with market practice.

## 9. Billing and payment

- 9.1 Subject to alternative arrangements made between Randstad and the supplier in writing, all invoices must contain the following information:
  - (a) name of the Randstad legal entity;
  - (b) Randstad's designated contact;
  - (c) the order number (which should be received by every supplier automatically by email, or, if not received, can be obtained from the Randstad designated contact on request); and
  - (d) a brief description of the goods and services billed.
- 9.2 Invoices must satisfy any applicable statutory requirements.
- 9.3 At Randstad's request, the supplier must provide further information and evidence in relation to the invoice in writing, and demonstrate that the goods and services billed were indeed delivered in accordance with the agreement.

- 9.4 Randstad shall not be obliged to pay any invoices that do not satisfy the requirements of this clause 9.
- 9.5 Invoices must be sent to Randstad's creditor administration in pdf or XML by email to [invoice@randstadgroep.nl](mailto:invoice@randstadgroep.nl) as soon as possible after the provision of the goods or services but, in any case, within six (6) months after the provision of the goods or services. Randstad is not obliged to pay any invoice received after this six (6) month term, unless the late invoicing is not attributable to the Supplier.
- 9.6 Randstad shall make payment within thirty (30) calendar days of receiving an invoice that satisfies these requirements. If Randstad disputes any sums set out in an invoice, it shall notify the supplier before the due date for payment and will pay any undisputed amounts set out in that invoice.
- 9.7 Payment by Randstad does not in any way imply a waiver of any rights or acceptance of the goods or services delivered.
- 9.8 The supplier can contact the Randstad creditor administration by email at [ca@randstadgroep.nl](mailto:ca@randstadgroep.nl) if it has any questions relating to invoices.

## 10. Use of Randstad's name, trade mark

- 10.1 Names, brands, logos, slogans, domain names and/or tunes of Randstad are considered Confidential Information. The supplier may not use Randstad's names, marks, logos, slogans, domain names and/or tunes, irrespective of whether these are protected by law, except to the extent that such use by the supplier is necessary to perform its obligations to Randstad or Randstad has given prior written approval. Any use of Randstad's names, trademarks, etc. must be in accordance with Randstad's guidelines.
- 10.2 The supplier shall only be entitled to inform third parties that it is a supplier of Randstad with prior written consent from Randstad, which consent Randstad may withdraw in writing at any time. The manner in which such information is provided must be approved by Randstad in advance. In addition, no statements may be made regarding the nature of the goods and services and/or the content and performance of the agreement without prior written consent.

## 11. Confidentiality

- 11.1 The supplier shall keep all Confidential Information strictly confidential for an indefinite period and shall not disclose it to third parties, other than to the extent necessary to carry out its obligations under the agreement, or with prior written consent of Randstad. "**Confidential Information**" means: any data or information originating from or regarding Randstad and/or its group companies, its and their respective candidates, employees, customers and/or other relations, including "**Randstad Personal Data**" (as defined in clause 12), that is provided to the supplier or otherwise becomes known to the supplier in the context and/or execution of the agreement, regardless of the form of disclosure (whether oral, written, electronic, or otherwise) and whether or not expressly marked or designated as confidential at the time of disclosure. Confidential Information also includes, without limitation, the content and the existence of the agreement, building instructions, drafts, texts, images, working processes, trade secrets and specifications of the goods and services.
- 11.2 In respect of all Confidential Information, the supplier warrants and undertakes:
  - (a) to have in place appropriate technical and organisational measures to protect Confidential Information against accidental loss, destruction, damage and against unauthorised or unlawful processing. These measures must provide a level of security appropriate to the risk represented by the processing and the nature of the

- Confidential Information to be protected and, in any event, must be no less than the measures that the supplier has in place to protect its own confidential information;
- (b) that only those employees, freelancers and other third parties deployed by the supplier in the performance of the services will have access to Confidential information on a strict "need to know" basis and have committed themselves, in writing, to comply with the confidentiality obligations set out in these General Terms, and that such obligations shall survive the termination of the agreement;
  - (c) not to use the Confidential Information for any purpose other than the performance of the agreement with Randstad and in accordance with that agreement, the applicable statutory laws and regulations and the guidelines possibly provided by Randstad, whether or not in anonymised or aggregated form;
  - (d) to inform Randstad immediately in case of any actual or suspected unauthorized disclosure, destruction, loss, damage or unlawful processing of and/or unauthorized access to the Confidential Information;
  - (e) to not hold such Confidential Information, even if anonymized, in its possession for a period longer than necessary to perform its agreed obligations without the prior authorization of Randstad, unless otherwise required by applicable law; and
  - (f) to return to Randstad or destroy (at Randstad's election in writing) such Confidential Information, including any copies and/or derivative works made, immediately upon Randstad's request, and/or immediately upon performance of its obligations, and confirm in writing to Randstad that all Confidential Information is transferred back, destroyed or removed.
- 11.3 Except with respect to information regarding Randstad Personal Data, the obligations mentioned in clauses 11.1 and 11.2 are not applicable to information that the supplier can show:
- (a) is in the public domain at the time it was disclosed or will enter the public domain through no action or inaction of the supplier and, to the supplier's knowledge, through no violation of any obligations of confidentiality to Randstad by a third party;
  - (b) was known to the supplier without restriction, at the time of disclosure and, to the supplier's knowledge, through no violation of any obligations of confidentiality to Randstad by a third party; or
  - (c) is developed by the supplier entirely independent of Randstad.
- 11.4 Without prejudice to clauses 11.1 and 11.2, the supplier may disclose Confidential Information to a third party by virtue of any statutory provision or to an authority or regulatory body with authority over the supplier. This disclosure shall not extend further than necessary to comply with the statutory provision respectively the request. If legally permissible, the supplier shall provide as much prior notice to Randstad as possible and cooperate fully with any Randstad request to limit such mandatory disclosure and/or to seek confidential treatment of such disclosed Confidential Information.
- 11.5 Randstad may request that employees, freelancers and other third parties deployed by the supplier in the performance of the services who will have access to Confidential Information sign an additional confidentiality statement in advance, approved by Randstad. The supplier shall be responsible for breaches of this clause 11 committed by its employees, freelancers or other third parties deployed by the supplier in the performance of the services as if the supplier had committed such breach itself.
- 11.6 For every violation of this clause 11, the supplier shall immediately pay to Randstad a penalty in the amount of EUR 25,000, without prejudice to Randstad's other rights, including the right to damages and performance. If Randstad claims damages from the supplier as a result of a violation of this clause, any penalty paid by the supplier pursuant to this clause shall be deducted from the amount of damages.
- 12. Personal Data**
- General processing obligations applicable to all suppliers**
- 12.1 The parties shall comply with their specific obligations under applicable data protection legislation and regulations, including without limitation the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016 ("GDPR")). The parties understand "**Randstad Personal Data**" to mean any Personal Data (as defined in the GDPR), in relation to which (i) Randstad is an (independent or joint) Controller and, that is Processed by the supplier as an (independent or joint) Controller in the course of the performance of the agreement or to which (ii) Randstad is a Processor and, that is Processed by the supplier as a sub-Processor in the course of the performance of the agreement. The terms Controller, Processor, Personal Data, Process/Processing, Data Subject and Supervisory Authority shall have the meaning as in the GDPR, for the purpose of these General Terms.
- 12.2 The supplier shall only Process Randstad Personal Data to the extent it is strictly necessary to provide the services or perform its other obligations under the agreement. The supplier is not authorized to Process Randstad Personal Data for any other purposes, including without limitation for analytics, neither to link or combine Randstad Personal Data with other information available to the supplier, without the prior written authorization from Randstad.
- 12.3 The supplier warrants and undertakes, in addition to clause 11.2, that:
- (a) it will ensure that its employees, freelancers and other third parties deployed by the supplier in the performance of the services authorised to Process Randstad Personal Data are provided with appropriate data protection training;
  - (b) it will cooperate in good faith with Randstad and the Supervisory Authorities concerning all enquiries related to the Processing of Randstad Personal Data and will do so within a reasonable time, including but not limited to make available to Randstad the information necessary to demonstrate compliance with legal obligations and use all reasonable endeavours to assist Randstad in the preparation and completion of necessary notifications, registrations, documentation and completion of data protection impact assessments;
  - (c) it shall, without any further conditions, deal promptly and appropriately with any request from Randstad and Data Subjects to ensure the effective exercise of Data Subject's rights, including requests to access, correct, delete, portability, block, restrict access to Randstad Personal Data; and
  - (d) at the time of entering into the agreement, it has no reason to believe in the existence of any laws applicable to the supplier that would have a material adverse effect on the guarantees provided for under this clause 12 and clause 11.2, and it will inform Randstad immediately if it becomes aware of any such laws.

- 12.4 Unless prohibited by applicable law, the supplier shall inform Randstad about every (proposed) audit or investigation or if it receives a subpoena or application by a Supervisory Authority or other competent authority in respect of the Processing of Randstad Personal Data. The supplier shall fully cooperate with any such audit or investigation without any further conditions.
- 12.5 If the services or the obligations of the supplier under the agreement include collection, receipt or any other form of Processing of (Randstad) Personal Data, the supplier warrants that the Processing of the Personal Data is lawful, including without limitation that the supplier:
- (a) has provided the Data Subjects with all relevant information about the Processing in compliance with applicable data protection legislation; and
  - (b) has a lawful legal basis for processing (article 6 GDPR) to disclose their Personal Data to Randstad, and the supplier communicates this to the Data Subjects.
- 12.6 The supplier shall ensure that the principles of "privacy by design" and "privacy by default" are observed, including without limitation where the services consist of the delivery or development of software or Software as a Service.
- 12.7 If Randstad Personal Data will be transferred to third countries or to international organizations in the course of the performance of this agreement, the supplier shall only carry out or accept such transfer if full compliance is ensured with data transfer requirements under the data protection legislation and related regulations and guidelines applicable to the Randstad entity for whose benefit the services are performed and with the prior written approval of Randstad including, where applicable, by entering into additional agreements directly with Randstad prior to carrying out or accepting such transfer of Randstad Personal Data.

#### **Supplier acting as a (sub-)Processor**

- 12.8 If the services include the Processing of Randstad Personal Data by the supplier as a (sub-)Processor on behalf of Randstad, the supplier shall not initiate any Processing of Randstad Personal Data on behalf of Randstad before agreeing in writing with Randstad (and, where required, with the relevant Randstad entity) on specific provisions to govern the Processing of Randstad Personal Data by supplier on behalf of Randstad, also in view of article 28 of the GDPR ("**Data Processing Agreement**"). If there is any conflict of provisions between these General Terms and the Data Processing Agreement in relation to the obligations of a Processor, the provisions of the Data Processing Agreement shall prevail.
- 12.9 If the supplier will Process Randstad Personal Data as a sub-Processor of Randstad in order to provide the services to Randstad or to fulfil its other obligations under the agreement, then the same data protection obligations imposed on Randstad by the Controller shall be agreed in the Processing Agreement referred to in paragraph 8.

#### **Joint Controller obligations**

- 12.10 If the parties consider that they are Processing Personal Data as joint controllers as defined in article 26 GDPR, the parties shall enter into a separate agreement that complies with the terms of article 26 of the GDPR ("**Joint Controller Agreement**"). If there is any conflict of provisions between these General Terms and the Joint Controller Agreement in relation to the obligations of the supplier as a joint controller, the provisions of the Joint Controller Agreement shall prevail.

### **13. Audit rights, compliance support**

- 13.1 Randstad shall be entitled to conduct an audit of the supplier in relation to the matters set out in paragraphs (a)-(e) below using internal auditors and/or external auditors to be appointed by Randstad. To the extent reasonably possible, the time and location of the audits and the manner in which the audits are conducted will be determined in consultation with the supplier. The supplier shall provide to Randstad and/or the external auditor all reasonable cooperation and access to the relevant systems and documents in the performance of audits regarding:
- (a) the services provided in general and the Processing of Confidential Information, in particular Personal Data;
  - (b) the correctness of invoices;
  - (c) compliance by the supplier with its obligations, including compliance with the Randstad Group supplier code;
  - (d) security aspects of the services and Confidential Information;
  - (e) underlying contracts with third parties or third-party (contract) documentation related to software that is supplied or developed; and
  - (f) matters that Randstad must verify in order to satisfy its statutory and contractual obligations.
- 13.2 Each of the parties shall bear its own costs in respect of the audit, unless the audit reveals that the supplier has not complied with its obligations, in which case the supplier shall pay the costs of the audit, without prejudice to any other rights of Randstad in respect of any breach by the supplier.
- 13.3 If an audit is carried out on the request of a customer or regulator of Randstad, the supplier may charge Randstad any agreed fees, or, absent such agreed fees, pass on its reasonable costs as are consistent with market practice, unless the audit shows that the supplier failed to comply with its obligations (in which case, the supplier shall bear its own costs and reimburse Randstad for the costs of the audit).

### **14. Force majeure**

- 14.1 For the purposes of these General Terms, a party (the "**Affected Party**") will not be held liable for non-performance of its obligations under the agreement if the Affected Party's non-performance results from events, circumstances or causes beyond the Affected Party's reasonable control, including acts of God, laws or actions taken by government or public authorities, epidemics or pandemics, or war ("force majeure").
- 14.2 In the event of force majeure, the obligation to perform the obligation(s) under the agreement will be entirely or partly suspended for the Affected Party for the duration of the force majeure event, with neither party being liable to pay any damages to the other party. Force majeure does not include: strikes in the supplier's business, sickness/occupational disability or failure of the supplier's employees, freelancers or other third parties deployed by the supplier in the performance of the services, and/or any circumstances existing at the time that the parties enter into the agreement.
- 14.3 The Affected Party will report force majeure immediately to the other party in writing, along with any documents or other evidence required to prove the force majeure event and the impact on the Affected Party's ability to perform the agreement. The Affected Party shall, at its own expense, take all reasonable measures and use all reasonably available alternative means to prevent the resulting breach as much as possible or, in any event, to reduce the impact of such breach on the other party.
- 14.4 If the supplier is unable to (timely) deliver, or to timely deliver, goods or services due to force majeure and this is

likely to cause Randstad damage or to significantly disturb its business operations, Randstad shall be entitled to cancel the relevant goods or services without any cost and/or to temporarily suspend their use and procure the same itself. The supplier shall lend its full cooperation in this respect, and shall also give Randstad a pro-rata refund of any paid amounts in respect of the cancelled or suspended goods or services.

## 15. Liability and indemnities

15.1 The following limitations of liability shall apply between the parties for liability arising out of or in connection with the agreement, unless agreed otherwise in these General Terms:

- (a) in the event of loss or damage as a result of physical damage to or destruction of items, a limit of EUR 2,000,000 per event or series of directly related events, with a maximum of EUR 5,000,000 per year shall apply;
- (b) neither party shall be liable for any indirect or consequential loss or damage.
- (c) for direct damage (which is defined as all damage eligible for compensation pursuant to the law that is not categorized as damage as described at (a) or (b)), a per event limit of (i) EUR 1,000,000 or, if higher, (ii) three (3) times the total of the amounts paid or payable by Randstad to the supplier with respect to the twelve-month period preceding the harmful event, with a total maximum per year of EUR 5,000,000.

15.2 The limitations of liability in the previous paragraph shall not apply:

- (a) in the event of fraud or fraudulent misrepresentation, willful intent or gross negligence on the part of the liable party, including its subcontractors, employees, etc.;
- (b) to indemnities given by the supplier;
- (c) in the event of any breach by the supplier of its obligations under applicable data protection legislation and/or under clause 11, 12, 30 and/or 32;
- (d) death or personal injury arising out of or in connection with negligence; or
- (e) any other liability which may not be excluded or limited under applicable law.

### 15.3 Indemnities

The supplier shall indemnify and keep indemnified Randstad against:

- i. all third party claims, proceedings or actions (including claims by Randstad's staff) for compensation for damage that is attributable to the acts, omissions, performance or non-performance of the supplier, its employees (except insofar as they work under the direction and supervision of Randstad and Randstad has failed attributable in the exercise of direction and supervision), freelancers or other third parties deployed by the supplier in the performance of this agreement;
- ii. all claims, proceedings or actions brought by a competent authority and/or Data Subject against Randstad with respect to the Processing of Randstad Personal Data by the supplier, its employees, freelancers or other third parties deployed by the supplier in the performance of this agreement;
- iii. all claims, proceedings or actions brought against Randstad arising out of any breach by the supplier, its employees, freelancers or other third parties deployed by the supplier in the performance of its data protection obligations under the agreement;
- iv. subject to clause 15.4, all damages, costs and losses (including, but not limited to, any direct, indirect or

consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses), suffered or incurred by Randstad due to or in connection with any claim made against Randstad for actual or alleged infringement of a third party's intellectual property rights arising out of or in relation to Randstad's use of the goods and services provided by the supplier;

- v. all claims or entitlements – irrespective of the legal basis – from freelancer and third parties, including claims for payment of wages, compensations, wage taxes, pension contributions, damages, fines and/or costs, based on the ground that a(n) (fictive) employment relationship exists between the by the supplier deployed freelancer on the one hand, and Randstad, the supplier or a third party on the other;
- vi. all claims or entitlements from any authority charged with the supervision and/or the enforcement of tax legislation, social insurance legislation, the Foreign Nationals Employment Act (Wet arbeid vreemdelingen) and/or other legislation in the matter of wage taxes, VAT, import duties, penalties or other government levies that are related to the services provided by the supplier (or a subcontractor) and/or employees, freelancers or other third parties deployed by the supplier in the performance of the agreement. Likewise, the supplier indemnifies Randstad from employment law claims originating from employees used by the supplier or subcontractors to deliver the services to Randstad, including but not limited to, alleged back wages;
- vii. any claims or entitlements from any authority, other third party or employee in connection with the failure to correctly and/or fully comply with clauses 29.4 and 29.5;
- viii. all claims or entitlements from any authority, other third party or employee of the supplier, arising from or in connection with the existence of an employment contract between the supplier and such employee, including but not limited to alleged back pay, pension obligations and damage as referred to in article 7:658 of the Dutch Civil Code, unless Randstad is liable for this pursuant to paragraph 4 of this article 7:658 of the Dutch Civil Code and the supplier is not at fault in this respect; and
- ix. all claims, proceedings or actions arising out of or in connection to the supplier's breach of applicable laws, willful misconduct or gross negligence.

15.4 The indemnification obligation in clause 15.3(a)iv above does not apply to the extent the relevant third-party claims are caused by:

- (a) changes which are made by Randstad, without consent of the supplier, in the goods or services that infringe as a result of such change, other than as contemplated by the agreement, to the extent that the altered products or services as a result of such alteration infringe; or
- (b) use of the relevant goods or services by Randstad outside of the permitted use or license terms agreed for the same.

15.5 In the event of a claim, proceeding or action brought by a competent authority in respect of which the supplier has indemnified Randstad in accordance with the agreement, Randstad may elect to retain sole control of such claim, proceeding or action, and shall:

- (a) keep supplier notified of relevant developments in such claim, proceeding or action;
- (b) give supplier a reasonable opportunity to participate in the authority's investigation;
- (c) defend the investigation or proceeding diligently and take into consideration supplier's own defense arguments and evidence in Randstad's defense of such claim;
- (d) take all reasonable steps to mitigate loss and damage; and
- (e) not agree any settlement in relation to fines or monetary penalties without first consulting with supplier and obtaining supplier's consent (not to be unreasonably withheld or delayed).

For the avoidance of doubt, the supplier remains financially responsible for all damages, costs and expenses associated with such a claim or action.

15.6 The supplier shall take out and maintain adequate insurance for third party liability and, if applicable, professional liability, with a minimum coverage of the amounts referred to in clause 15.1. The insurance must at least provide coverage for the supplier's obligations to Randstad to compensate for damage that arises out of or in connection with the agreement and/or these General Terms, insofar reasonably insurable. Upon request, the supplier shall provide Randstad with a current certificate of insurance authenticated by the insurer.

## 16. Termination

16.1 This clause 16, together with the other provisions of these General Terms and the Agreement, contains an exhaustive description of the parties' options for unilateral termination of the Agreement. Unilateral termination is understood to mean both rescission (ontbinding) and cancellation (opzegging).

16.2 The agreement shall terminate automatically on the expiry of the term agreed by the parties, except in the case where the parties continue to perform the agreement after the end of the agreement, in which case its terms and conditions will continue to apply and Randstad shall be entitled to terminate the agreement upon no less than one (1) months' prior notice, such notice to take effect at the end of a calendar month. If no term has been agreed, the agreement shall continue unless terminated by Randstad on no less than two (2) months' prior notice, or terminated by the supplier on no less than six (6) months' prior notice.

16.3 Without prejudice to the parties' other rights of termination or rescission under these General Terms, the agreement or any Processing agreement between parties, a party may also terminate the agreement in part or in whole, with immediate effect, out of court, in the following circumstances:

- (a) where the other party fails to perform any material obligation under relevant agreement or indicates that it will not perform that material obligation, such failure being of such a serious nature that immediate termination or rescission is reasonable in view of the impact of the failure on the business operations and/or reputation of the non-breaching party;
- (b) in the event of fraud on the part of the other party, its employees, board members, freelancers and other third parties deployed by the supplier in the performance of this agreement;
- (c) in the event of an incurable material breach by the other party;
- (d) in the event of any other material breach by the other party that has not been remedied within fifteen (15) calendar days after written notice of default (or, in the event of the breach of a payment obligation, after sixty (60) calendar days);

- (e) if the other party applies for (temporary) suspension of payments or bankruptcy;
- (f) if the other party is granted (temporary) suspension of payments or is declared bankrupt;
- (g) in the event of seizure of (part of) the other party's business property intended for the performance of the agreement;
- (h) in the event of closure or liquidation of the other party's enterprise;
- (i) in the event of any other circumstance that causes a party to reasonably doubt the continuity of the performance of the obligations by the other party; or
- (j) in the event the other party causes damage to reputation or image of the relevant party.

16.4 Without prejudice to Randstad's other termination rights under these Terms and Conditions, the Agreement or any Processing Agreement between the parties, Randstad shall be entitled to immediately terminate all current agreements in part or in full, with immediate effect, in the following circumstances:

- (a) in the event of any breach of the agreed security requirement(s) by the supplier;
- (b) 50% or more of the control over the supplier (or a material part thereof that is directly charged with providing a part of the goods or services) is directly or indirectly obtained by another party;
- (c) a competitor of Randstad acquires, directly or indirectly, a part of or the full stock of the supplier;
- (d) goods made available by or on behalf of Randstad within the context of an agreement are seized by creditors of the supplier and this seizure is not lifted within five (5) working days.

16.5 In the event of termination or expiry of an agreement, any amounts (pre)paid by Randstad will only be refunded pro rata, and Randstad will only be released from outstanding invoices, if and to the extent that such amounts and invoices relate to products and services not yet delivered to Randstad at the time of termination. However, if the (partial) delivery that has already been made cannot be used by Randstad because of the supplier's breach of contract or because no further deliveries of goods or services are made due to the termination or the expiration of the agreement, Randstad may seek full repayment of all amounts paid and will be completely released from payment of outstanding invoices (in the latter case, provided that Randstad, where possible, also returns all items delivered to the supplier). In the event of termination of an agreement by Randstad, the supplier shall have no rights for any compensation whatsoever in relation to the termination.

16.6 Notice of termination must be given by means of a registered letter, a letter delivered by courier and/or an email sent to the management of the other party, with a (digitally) signed termination letter attached. A copy of this letter or email with attachment should be sent - by email - to the contact person of the other party.

16.7 In the event that Randstad is entitled to terminate an agreement, Randstad shall also be entitled to terminate all other agreements with the supplier in place at that time.

16.8 Provisions that, by their nature, are intended to survive after the end of the agreement will remain in effect after the end date. Such provisions include, without limitation, warranties, liability, intellectual property rights, confidentiality, personal data, dispute resolution and applicable law.

## 17. Economic sanctions and/or sanction lists

- 17.1 The supplier represents that it is not owned or controlled by any party which is, and that neither the supplier itself nor any of its subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions.
- 17.2 The supplier represents that it is not owned or controlled by any party which is, and that neither the supplier itself nor any of its subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions.
- 17.3 The supplier shall take reasonable measures to ensure that the supplier and its subsidiaries comply with Sanctions and shall not engage in activities that would cause Randstad, its staff, employees, board members or temporary workers to violate Sanctions.
- 17.4 The supplier shall ensure that it shall not provide funds to Randstad that are derived from business or transactions with a party targeted by Sanctions, or from any action, which is in breach of any Sanctions.
- 17.5 "Sanctions" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any relevant sanctions authority.

## 18. Randstad Group supplier code

- 18.1 The supplier shall comply with the Randstad Group supplier code, which is attached to these General Terms, and with all applicable changes thereto. Non-compliance with the Randstad Group Supplier Code shall constitute a material breach of the agreement by the supplier.

## 19. Transfer of rights and obligations and subcontracting

- 19.1 The supplier may only transfer, assign or subcontract its obligations under the agreement to a third party with Randstad's prior written consent and in accordance with clause 19.2 below, such consent not to be unreasonably withheld. Randstad shall be entitled to attach conditions to such consent. The supplier is expressly not authorised to represent Randstad in respect of dealings with third parties and shall contract with subcontractors for subcontracted tasks in its own name and at its own expense and risk. "Subcontractor" means all suppliers or other third parties that are used or will be engaged by supplier for the performance of the agreement, either directly or indirectly.
- 19.2 In the event of transfer of an obligation by the supplier to a third party or engagement of a subcontractor under clause 19.1 above, the supplier:
- shall ensure that such third party / subcontractor is bound by a written agreement containing provisions consistent with the provisions of these General Terms and that will enable the supplier to comply with its obligations; and
  - shall remain fully responsible and liable for the performance of all obligations under the agreement.
- Any reference to the supplier shall also include such third party or subcontractor, and any reference to staff, employees or board members of and freelancers engaged by the supplier shall also include staff, employees or board members of and freelancers engaged by the third party / subcontractor, unless the context requires otherwise.
- 19.3 Randstad shall be entitled to assign, transfer and otherwise deal with its rights and obligations under the agreement to another member of the Randstad Group and/or third parties.

## 20. Applicable law and competent court

- 20.1 These General Terms, the agreement, and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the same or their subject matter or formation shall be governed by and construed in accordance with Dutch law, without reference to any conflict-of-law provisions. The applicability of international regulations and treaties, such as the United Nations Convention on Contracts for the International Sale of Goods, is excluded to the extent possible.
- 20.2 The parties irrevocably agree that the courts of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms, the agreement, or their subject matter or formation.

## 21. Miscellaneous

- 21.1 If a clause, or part of a clause, in these General Terms or an agreement is deemed to be invalid or unenforceable, it will be replaced by a clause that, to the greatest extent possible, achieves the intended commercial result of the original provision. The remainder of the agreement and the General Terms will remain applicable and enforceable.
- 21.2 The parties undertake not to employ the other party's employees who are or were involved in the agreement or to solicit them to apply for a position nor to make any attempt to do so, during the term of the agreement and until six (6) months after the end of the agreement. This clause does not apply (i) where an employee responds to general job postings of one of the parties without any specific encouragement and/or (ii) in case of (temporary) suspension of payments or bankruptcy of the other party.
- 21.3 Where, according to these General Terms, a notice should be given in writing or an agreement must be laid down in writing, this requirement can be met by an electronic statement given by the authorized representative respectively by laying down the agreement electronically, except as otherwise provided in clause 16.6.

## PART 2: GOODS

The provisions in this part apply where Randstad purchases goods, such as office supplies, equipment, telephones, computers, peripheral equipment, etc. from the supplier. In the absence of any purchase of goods by Randstad from the supplier, clauses 22 through 26 shall not apply.

## 22. Passage of title and risk and packaging

- 22.1 Delivered goods remain at the supplier's expense and risk until delivery at the agreed location (or, if delivery is postponed at Randstad's request, until such later delivery). Title to the delivered goods passes to Randstad upon delivery. If the goods have been paid for by Randstad in advance, title shall be deemed to pass to Randstad upon payment.
- 22.2 If the supplier has goods in its possession that are owned by Randstad (or a Randstad customer), the supplier shall store these goods correctly to ensure that they are not damaged and that unauthorized persons cannot gain access to them. The supplier shall bear any costs of storage.
- 22.3 If Randstad returns delivered goods to the supplier, title to the goods will not pass to the supplier until Randstad has received a refund of any payments made by Randstad in respect of those goods from the supplier.
- 22.4 The supplier must immediately remove from Randstad's premises any packaging in which the goods are delivered at Randstad's request, and refund to Randstad any costs charged by the supplier for such packaging.

### 23. Manual

23.1 The delivery of goods also includes the delivery of any manual and other documentation required for the intended use of the goods. The manual and documentation must: (i) be provided in Dutch and/or in English; (ii) be user-friendly and accessible for third parties; and (iii) enable efficient use, user training and management of the goods. If the goods are to be delivered outside the Netherlands, the manual and other documents shall be delivered in English.

### 24. Warranty

24.1 The warranty provisions in clauses 7.13 up to and including 7.17 shall apply to all goods provided by the supplier.

### 25. Equipment

To the extent that the supplier delivers equipment (such as machinery and computers) to Randstad, the provisions in this clause apply.

- 25.1 The supplier warrants, and shall ensure, that:
- the equipment is of good quality and made from appropriate materials;
  - the equipment will function within the environment, and will be fit for any particular purpose, communicated to the supplier by Randstad in writing;
  - the technical and functional properties of the equipment at least satisfy the specifications included in the agreement;
  - the equipment is fully complete and ready for use, and all parts, software programmed in the appliances (firmware), accessories and tools that are necessary for the use(s) known or knowable to the supplier will also be delivered, even if they are not specifically mentioned;
  - all equipment delivered to Randstad is new and unused.
- 25.2 The supplier warrants, and shall ensure, that the equipment is free of third-party rights upon delivery.
- 25.3 The supplier shall ensure that the equipment provided to Randstad is always of a type commonly used and not (or about to become) technically obsolescent).
- 25.4 To the extent that the equipment must be installed prior to Randstad's use of it, the supplier shall install the equipment. The installation of equipment entails setting up the equipment ready for use in the intended environment (as determined by Randstad) after delivery.
- 25.5 After delivery, and after installation when applicable, Randstad may subject the equipment to an acceptance test, in respect of which the provisions in clause 7 shall apply. In addition to direct warranties from the supplier to Randstad, the supplier shall, to the extent possible, ensure that Randstad receives the benefits of any manufacturer or distributor warranties applicable to the equipment.
- 25.6 The supplier shall inform Randstad at least twelve (12) months in advance if it learns that equipment of the type delivered or to be delivered by it will be withdrawn from the market, in order to give Randstad an opportunity to place any last orders.
- 25.7 The supplier undertakes to have sufficient spare parts available for Randstad, within a reasonable period after Randstad has communicated to the supplier that the spare parts are needed. This obligations applies of at least seven (7) years after termination of the manufacture of equipment of the same type as the equipment it delivered, or so much shorter as Randstad uses the equipment.
- 25.8 The supplier undertakes to provide updates of any firmware for as long as the equipment is supported, but in any event for no less than seven (7) years after purchase. These

updates must be performed within seven (7) calendar days after they become available.

### 26. Equipment maintenance

To the extent that maintenance of equipment has been agreed, the provisions in this clause apply.

- 26.1 Maintenance includes the preventative and corrective remedying of breakdowns and keeping firmware up-to-date.
- 26.2 If the original manufacturer/supplier of the equipment informs Randstad or the supplier of a mandatory modification of equipment that has been installed, the supplier shall at Randstad's request ensure that this modification is made by either itself or the original manufacturer/supplier of the equipment, at no expense to Randstad.
- 26.3 Modifications for the purpose of improved functionality will be performed on a case-by-case basis on the terms and at the prices that are mutually agreed by the parties.
- 26.4 If the supplier is unable to procure spare parts and/or expert assistance from the original manufacturer/supplier of the equipment, as a result of which breakdowns cannot be remedied within the agreed times, Randstad shall be entitled to cancel all or part of the maintenance services relating to that equipment, with a notice period of one (1) month. Any prepaid amounts in respect of such cancelled services will be refunded proportionately to Randstad.
- 26.5 The supplier shall remedy any breakdown incident as quickly as possible after it is reported, but ultimately within the agreed time frame and, in the absence of such agreed time frame, within no more than one (1) working day.
- 26.6 Any replacement of an equipment component that may have consequences for the functioning of the equipment will only be permissible after the supplier has consulted with and obtained written consent from Randstad. Equipment parts that are to be replaced will only be replaced by new parts (or their equivalent) that are functionally technically equivalent.
- 26.7 Without prior written approval of Randstad, the supplier shall not re-insert a part that has been replaced back into the equipment from which it originated under any circumstances, even if that part has been repaired.
- 26.8 If a part that is not technically or functionally equivalent is temporarily used as replacement, it must be replaced by the correct technically or functionally equivalent part as soon as possible.
- 26.9 The party that owns the replaced part becomes the owner of the part used as replacement.
- 26.10 The provisions in clauses 27 up to and including 30 apply to all maintenance services provided by the supplier.

### PART 3: SERVICES

The provisions in this part apply where Randstad purchases services in the field of consultancy, education and training courses, marketing and communication, hiring staff, etc. from the supplier or in relation to other services (such as maintenance) provided by the supplier. In the absence of any purchase of services by Randstad from the supplier, clauses 27 through 30 shall not apply.

### 27. Performance of services

- 27.1 The supplier shall report to Randstad about the performance of the services in accordance with the agreement. Unless otherwise agreed between the parties, the supplier shall report to Randstad from time to time so that Randstad can monitor the progress and quality of the services.
- 27.2 When providing services, the supplier may not disrupt the course of Randstad's regular business processes or the proper functioning of its IT systems, or those of Randstad's customers and other relations. If such disruption is

- unavoidable, it must be agreed in advance in writing and must be minimized as far as possible by the supplier.
- 27.3 The supplier shall provide the services in accordance with the guidelines provided to the supplier relating to Randstad's corporate identity, particularly if the services to be provided by the supplier consist of developing concepts or campaigns and/or realizing a website and/or another type of application for Randstad.
- 27.4 If requested, the supplier shall provide all cooperation to other Randstad suppliers whose services are related to the services being provided by the supplier. Such cooperation shall include the provision of information and the investigation of disruptions, delays, etc. If such cooperation goes beyond what is reasonable, the supplier may charge the costs of its cooperation at rates agreed with Randstad in advance or, in the absence of agreed rates, rates consistent with market practice. In any event, the costs of cooperation can only be charged by the supplier if these are reasonable, have been estimated by the supplier in advance and approved by Randstad in writing.
- 28. Quality and replacement of staff, freelancers and other third parties to be deployed by the supplier**
- 28.1 The supplier is responsible for ensuring that staff, freelancers and any other third parties that it deploys or makes available for the delivery of the services are sufficiently available and demonstrably qualified and have the necessary relevant training, expertise and experience to carry out those services to a high standard in accordance with best industry practice, or - in case of staff made available by the supplier - to perform the work to be carried out for Randstad in a competent and professional manner.
- 28.2 The supplier shall, at the request of Randstad, within two (2) weeks after receipt of such request by Randstad, replace any staff, freelancer or other third parties deployed or made available by the supplier if, in the opinion of Randstad, such staff, freelancer or other third party is unable to perform his/her duties properly, has failed to follow Randstad's directions with regard to the performance of his/her duties, does not behave as may be expected of professional staff/contractors and/or is otherwise not sufficiently suitable or available. Randstad may terminate the deployment of staff, freelancers or other third parties, without being liable for compensation or damages in respect to such the termination of such deployment. The supplier shall at all times remain responsible for determining whether to respectively terminate the assignment agreement or any other agreement with the relevant staff, freelancers or other third parties.
- 28.3 The supplier may only replace staff, freelancers or other third parties deployed or made available by the supplier in the provision of services if and to the extent that the progress and level of quality of the services being provided, respectively the work being performed by the assigned staff, will not be negatively impacted as a result. Time used for the induction of replacement staff, freelancers or other third parties deployed or made available by the supplier will not be charged to Randstad.
- 28.4 The supplier shall ensure that turnover among the staff, freelancers or other third parties to be deployed for the performance of the services is minimized, both within the context of the agreement and when deployed for new agreements, in order to retain the know-how regarding Randstad's organization and services available for Randstad to the extent reasonably possible, so that the efficient and consistent provision of services is safeguarded.
- 28.5 If the agreement identifies staff as key personnel, the replacement of such staff may only take place after consultation with Randstad and after the supplier has offered a fitting alternative that Randstad has accepted. Violation of this clause constitutes a material breach of the agreement by the supplier and Randstad shall have the right to terminate the agreement, in whole or in part, immediately and without being liable to pay a penalty or any compensation to the supplier.
- 29. Responsibility for the payment of wages, taxes and premiums**
- 29.1 The supplier is fully responsible for the correct and timely payment of all wages and/or fees of the staff, freelancers and other third parties deployed and/or made available to Randstad by the supplier in the context of the provision of services. The supplier covenants and warrants that it will make correct and timely payment of any wage taxes, social security contributions and VAT to the relevant authorities. If the services are performed in the Netherlands, clauses 29.3, 29.4, 29.5 and 29.6 shall also apply.
- 29.2 At Randstad's request, the supplier shall provide evidence to Randstad, in writing and as quickly as possible (and in any event no later than within two (2) weeks after receipt of such request) that the supplier has paid the wages, fees, wage tax and social security contribution due for the staff, freelancers or other third parties deployed and/or made available to Randstad in the provision of services by the supplier.
- 29.3 The following provisions shall apply if Randstad reasonably believes that there is a risk that the supplier has not complied or will not adequately comply with obligations regarding social insurance premiums or taxes:
- the supplier must, on Randstad's request, set up an escrow account, known as a G account, for the payment of wage taxes, social insurance premiums and VAT;
  - Randstad reserves the right to pay part of the payment into a G account (and to suspend payments for as long as the supplier does not make a G account available after being requested to do so by Randstad). The payment to the G account will take place with due consideration of article 6 of the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations (Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004); and
  - the supplier is obliged to provide a copy of the written agreement on the G account at Randstad's request.
- 29.4 If the services (turn out to) consist in full or in part in the placement of staff, the supplier shall ensure for the duration of the posting/secondment that it is registered in the Trade Register at the Chamber of Commerce as a company that makes available staff as referred to in article 1 of the Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs) and/or such other or additional registrations as the law requires from time to time for these activities. At Randstad's request, the supplier shall provide written evidence to Randstad of this registration. If the registration of the supplier changes, or the supplier foresees such change, it will inform Randstad immediately.
- 29.5 If the services (turn out to) include the placement of staff or the contracting of work, the following provisions also apply:
- the supplier shall ensure that staff made available by it for the purpose of the performance of the agreement are employed by the supplier in accordance with applicable law, with all corresponding rights. The supplier will, at Randstad's request, submit all evidence hereof. The supplier may make use of staff from its subcontractor's

or other third parties only after receiving written consent from Randstad. Randstad may attach conditions to its consent. In any event, the supplier will provide information on the legal entity that is employing the employee, will ensure that the subcontractor or other third party is bound by the same requirements following this clause, and will submit at Randstad's request evidence of the fulfilment of these requirements;

- (b) the supplier will – in connection with the chain and recipients' liability (keten- en inlenersaansprakelijkheid) – submit at the commencement of the placement the following information:
- the employee's name, address, place of domicile (or, if different, place of residence);
  - the employee's date of birth;
  - the employee's social security number;
  - the employee's nationality;
  - the employee's type of proof of identity used for identification, its number and its period of validity or a copy hereof in case it is obliged pursuant to the Foreign Nationals Employment Act (Wet arbeid vreemdelingen);
  - if applicable, the presence of an A1 statement, residence permit, work permit for persons from outside the European Economic Area or notification including number and period of validity;
  - the supplier's name, address, place of domicile and its Chamber of Commerce number;
- (c) The supplier shall ensure that the employee has valid proof of identity (so that he/she can identify him/herself to Randstad) and any necessary work and/or residence permits; and
- (d) the supplier will submit periodically, and in any event no less than once a month, a specification containing the hours worked by the employee.
- 29.6 If the supplier is unable to submit the evidence or information mentioned in clause 29.2, 29.3, 29.4 and 29.5 to Randstad, Randstad is entitled, without prejudice to its other rights, to suspend or terminate (the agreement regarding) the placement of the particular employee immediately, without being liable for any damages or compensation.
- 29.7 If the supplier, in the performance of its services, makes use of freelancers, the supplier must ensure that the freelancer is appropriately classified as a freelancer, and that no actual or fiction of employment exists or will exist between Randstad, the supplier or a third party on the one hand and the freelancer on the other and the supplier will put in place all measures to prevent such relationship. The supplier must, inter alia, make sure that the freelancer will conduct its business in the course of the agreement entirely independently, and is and will remain independent. The supplier will refrain from activities that could lead to any relationship of authority between Randstad, the supplier or a third party on the one hand and the freelancer on the other or – if the freelancer is intended to engage in activities located on Randstad premises - to any supervisory relationship.
- 29.8 The supplier is liable for damages, including fines and interests imposed on Randstad, that Randstad suffers because of a failure of the supplier to perform its obligations as employer.
- 29.9 If the supplier appears to not fulfil, in whole or in part, its payment and other obligations, or will no longer be able to fulfil these obligations, Randstad is entitled to suspend every further payment to the supplier until the supplier fulfils its obligations. Randstad is also entitled to suspend or terminate

the agreement immediately, without being liable for any damages or compensation.

### 30. Intellectual property rights

- 30.1 Randstad grants to the supplier a limited, non-exclusive, non-sublicensable, non-transferable right to use, during the term of the agreement, materials made available by Randstad to the supplier, to the extent necessary for the provision of the services. The intellectual property rights in said materials are, and continue to be, vested in Randstad or its licensor. In these General Terms, "**material**" is understood to mean: texts, graphics, layout, concepts, technical information, presentations, reports, memoranda, know-how, algorithms, requirements, training material, specifications and software, etc. as well as adjustments or additions thereto.
- 30.2 The supplier hereby grants Randstad a transferable, sublicensable, non-exclusive, worldwide, perpetual, royalty-free and unrestricted license to use, copy, modify and distribute material made available to Randstad by the supplier for the purposes of the agreement. The aforementioned license extends to a right of use by clients, candidates, employees and/or other relations of Randstad. The intellectual property rights in the relevant material shall vest and continue to be vested in the supplier or its licensors. The right to use software is subject to clause 34.
- 30.3 Randstad may use, copy and distribute the material provided by the supplier within the context of the agreement, for its own use and/or for use by its customers, candidates, employees or other relations and/or for the provision of services to its customers, candidates and employees.
- 30.4 All intellectual property rights in any new material created, conceived or developed by the supplier, its employees, freelancers and/or other third parties deployed and/or made available by the supplier within the context of the provision of the services for Randstad, now and in the future, shall vest automatically in Randstad. To the extent that they do not, the supplier hereby assigns and agrees to assign all such intellectual property rights to Randstad. Randstad hereby in advance accepts said transfer immediately when such rights come into existence, making Randstad the party with sole and full title to that material in any existing or future field of application. If the transfer of the rights requires further formalities, the supplier hereby irrevocably authorizes Randstad in advance to perform such formalities required on behalf of the supplier at such time (including but not limited to executing deeds), without prejudice to the supplier's obligation to lend full cooperation in such formalities at Randstad's request. The supplier will ensure that any employees, freelancer or other third parties deployed and/or made available to Randstad by the supplier will transfer such intellectual property rights directly to Randstad or, if necessary, to the supplier insofar as necessary to allow the supplier to subsequently transfer those rights to Randstad, and shall ensure that the relevant (legal)entity completes any formalities and signs any statements that Randstad may request to effect or otherwise evidence such transfers. If, after having complied with all obligations stipulated in this provision, the intellectual property rights contemplated by this provision do not vest in Randstad, Randstad shall be granted an exclusive, worldwide, fully paid-up, sublicensable, perpetual, unrestricted license to use, copy, modify, distribute, and otherwise deal with such intellectual property rights for any purpose.
- 30.5 The obligation mentioned in clause 30.4 to transfer intellectual property rights does not apply to material that is independently developed without reference to or incorporation

- of any Confidential Information by the supplier or its licensors other than in the course of the performance of the agreement (such as standard software, software libraries, routines, programming languages and tools) and modifications thereto that are inseparably connected to or embedded in that already existing material (for example: modifications to the source code of a standard software package of the supplier). For the avoidance of doubt, this exception does not apply to rights to templates, parameterization sets or separate add-ons to an existing software package specifically developed for Randstad that are not embedded in the source code of the existing software.
- 30.6 The supplier is not permitted to make any material that is developed on behalf of Randstad available to third parties, in any way whatsoever, or to use that material itself to perform activities for or provide services to third parties, unless and to the extent expressly agreed otherwise in writing with Randstad. The supplier shall treat developed materials as Confidential Information.
- 30.7 Both parties are free to reuse general knowledge (except Confidential Information or intellectual property rights obtained from the other party) and skills acquired in the course of providing the services for its own business operations or for providing services to third parties, with due observance of any exclusivity arrangements agreed.
- 30.8 The parties warrant that they are entitled to grant each other the rights mentioned in clauses 30.1, 30.2, 30.3 and 30.4.

#### **PART 4: IT SERVICES**

The provisions in this part apply where information technology is being used or delivered in the course of performance of the services, such as cloud computing services or other online services (including but not limited to subscription of Software as a Service), the development of custom software (including client and server applications, mobile apps, interfaces, portals and websites), software licenses, maintenance, etc. In the absence of any information technology being used or delivered by the supplier in the performance of services, clauses 31 through 41 shall not apply.

#### **31. Performance of IT services and service levels**

- 31.1 The provisions in clauses 27 up to and including 30 apply to the performance of IT services.
- 31.2 The supplier shall comply with the provisions relating to the performance of IT services and service levels set out in the attached Vendor Information Security Requirements.
- 31.3 The supplier shall provide the services in accordance with the service levels agreed. In the absence of specifically-agreed service levels for (certain aspects of) the service, the following minimum service levels shall apply;
- the quality and availability of services provided must be at the level that can be reasonably expected from a professional supplier of the relevant services;
  - within four (4) hours after notification of an incident (P1 or P2) by Randstad, the supplier shall acknowledge receipt of such notification and confirm that it will follow up and resolve the incident;
  - 95% of P1 incidents per month must be resolved within eight (8) hours after notification by Randstad; and
  - 95% of P2 incidents per month must be resolved within sixteen (16) hours after notification by Randstad.
- "P1" means that the services are completely or mostly inaccessible and/or inoperable, and "P2" means that one or more major features of the services are inaccessible and/or inoperable.
- 31.4 Randstad has the right to terminate the agreement, in accordance with clause 16.3(a) of the General Terms, in the

case of three (3) or more P1 incidents within six (6) months, and in such instance will have the right to claim reimbursement of 25% of the fees paid during those previous six (6) months (whether or not it exercises the right to terminate, without prejudice to any other rights that Randstad may have.

- 31.5 In case of three (3) or more P2 incidents within six (6) months that has not been resolved within eight (8) hours, the supplier shall reimburse 10% of the fees paid during the previous six (6) months, without prejudice to any other rights of Randstad.
- 31.6 If the measurement data regarding a certain specifically-agreed service level are lacking or unreliable, that service level will be deemed to not have been achieved unless:
- the lack or unreliability of that data can be attributed to Randstad or third parties for which Randstad is responsible; or
  - the supplier can demonstrate in another manner that the relevant service level was achieved.
- 31.7 *Online Services*
- If the supplier provides online services to Randstad, the supplier guarantees that the online services will be available for normal use for 99.9% of the time seven (7) days a week, twenty four (24) hours a day, such percentage to be measured per calendar month.
  - Only the non-availability of the online services as a result of scheduled maintenance announced in advance will not be included in calculating the availability rate referred to above.
  - If this service level of 99.9% is not reached two (2) consecutive months or the availability is less than 95% when measured over a period of one (1) month, this shall constitute a material breach and Randstad shall have the right to terminate the agreement without any further notice of default or opportunity for cure being required, or Randstad may elect to receive one of the other remedies agreed between the parties and/or available at law.

#### **32. Title to data and confidentiality**

- 32.1 Randstad has and retains full title to all data processed by the supplier, freelancers or other third parties deployed by the supplier in connection with the services, also in the event that the supplier or any of the aforementioned third parties has/have or share(s) control over such data in any way whatsoever. At Randstad's request, the supplier shall provide such data to Randstad at no additional cost, in a format specified by Randstad.
- 32.2 With regard to the services, in addition to clause 11, the parties understand Confidential Information to include:
- all data Processed by Randstad, its candidates, employees, customers or other relations using the services, or entered by any of the foregoing into the systems offered by the supplier, in relation to the work processes of Randstad or its customers;
  - all data created with or for the services, including log files, use statistics, Randstad-specific configuration and/or parameter settings, Randstad-specific data models, documentation and Randstad-specific designs;
  - all of the data derived from the use of the services, including anonymous statistical data and aggregated data as well as related analyses and conclusions.

### 33. Online services

The provisions in this clause apply where the supplier provides Randstad with online services. In the absence of any provision of online services by the supplier, this clause 33 shall not apply.

- 33.1 Randstad may use the online services in the manner provided for in or otherwise contemplated by the agreement. Randstad's right of use shall in all cases include the use of all user-accessible functionality of the online services, even if such use is not mentioned in the agreement or documentation.
- 33.2 Randstad may allow online services to be used by its candidates, employees, customers, other relevant suppliers, and other relations as if they were Randstad employees.
- 33.3 The supplier shall configure the services and the hosting environment in particular in such a way that use or misuse of the services by other users has no negative impact (such as reduced performance) on the use of the services by Randstad. The supplier shall furthermore ensure by means of adequate security measures that where data are processed in a shared hosting environment, users other than those authorised by Randstad cannot obtain access to the data processed by Randstad using the services.
- 33.4 When issuing new versions or releases, making reparative changes (such as patches and fixes or (security/privacy) updates), customization and otherwise implementing changes with regard to the online services and/or hosting environment, the supplier shall:
- ensure that no reduction of the existing functionality will take place and that it will have no material negative impact on the performance of the online services;
  - ensure that no implementation of changes that may impact the interfaces and connections between the online services and the systems and databases connected to the online services will take place;
  - ensure that no implementation of changes that entail investments by Randstad in business operations or connected systems will take place;
  - ensure that the impact of the changes is made sufficiently clear in advance so that Randstad can respond to these in good time;
  - ensure that customization added for Randstad continues to function completely in accordance with the agreed requirements when combined with the change implemented;
  - always ensure that the external systems regarding which the agreement indicates that these will or may be connected, and actually will stay connected, integrated and usable for Randstad;
  - ensure that the timing of implementation is always agreed with Randstad in advance unless the changes have no material impact on Randstad; and
  - ensure that upon Randstad's request the changes and its consequences will be reversed if the implementation has negative effects for Randstad that were not agreed. This reversal of changes shall have been carried out at the supplier's expense unless the supplier demonstrates that the negative consequences can be attributed to Randstad itself.
- 33.5 Randstad shall not withhold consent for a change in the online services on unreasonable grounds and/or attach unreasonable conditions to its consent to such a change.
- 33.6 If the online service (or any of its functionalities) (i) is replaced by another online service (even if under another name) that is designated as a replacement or logical continuation of the online service; or (ii) divided in two (2) or more separate online services by the supplier, Randstad is

entitled to receive this alternative or successive online service as part of or as a replacement of the existing online service, without being obliged to pay any additional fee(s).

- 33.7 Part of the agreed fees for use of the online services is the implementation and hosting thereof, as well as the making available, and the use of all and at least minor and major releases, version upgrades, major and minor updates, fixes and patches, additional modules and logical successors to the software (including those related to security, new functionality and/or innovation) that the supplier uses with the online services, in each case at no extra charge to Randstad.

### 34. Software licenses

The provisions in this clause apply where Randstad purchases software licenses from the supplier. In the absence of any Randstad purchase of software licenses from the supplier, this clause 34 shall not apply.

- 34.1 From the earlier of (i) the time of payment, or (ii) the acceptance of the software in accordance with the provisions in clause 7, Randstad shall acquire a worldwide, non-exclusive, perpetual right to use the software as set out in clause 34.2, that at all times can be transferred or sublicensed to any Randstad group company. Prior to Randstad acquiring this right of use, Randstad shall have a non-exclusive right to use the software to the extent necessary for installation and testing purposes at no charge.
- 34.2 The right of use includes:
- the right to use the software on Randstad's equipment and/or the cloud computing environments specified in the agreement (and, in the absence of such further specification, on all of Randstad's equipment and cloud computing environments), said use comprising the use of the software for all activities deemed useful by Randstad within the context of its business activities, which also includes processing data from or on behalf of third parties. Use comprises (i) the use of all functionality accessible to the user, even if such use is not mentioned in the documentation, (ii) copying, saving and/or transmitting the software and/or make it readable for the permitted use and distribution, and (iii) saving the software on equipment at a Randstad location or at the location of a service provider engaged by Randstad;
  - where provided for in the agreement or if the following right of use was or reasonably should have been apparent, the right to allow candidates, employees, customers, other relevant suppliers, and other relations to also use the software as if they were Randstad users;
  - reproducing the software being used, at no additional cost, as Randstad shall deem necessary to protect against the destruction and/or mutilation of data, to meet audit and reporting requirements and/or for evidentiary purposes;
  - using the software on testing and development systems, at no additional cost, for testing and development purposes only;
  - saving and regularly testing the software on equipment (including equipment at an external back-up centre) other than the equipment on which the software is installed, at no additional cost, only to be used in the event the software on such equipment cannot be used ('stand-by'), and the use of the software on those systems in the event of an emergency;
  - translating, processing, arranging the software or including the software in other software programs so that these can jointly function as a single software program;

- (g) the right, at no additional cost, to move the software to a different location or to use the software within a different Randstad unit and allow for software to be pooled and/or floated among a broader group of users; and
  - (h) use of the software on another platform. "Platform" is understood to mean: the combination of equipment (regardless of the processor type), peripheral equipment, operating system software and (to the extent applicable) database and network software, possibly in combination with the related development environment, virtual or otherwise, used by Randstad in connection with the software and all logical successors thereof.
- 34.3 Unless explicitly set forth in a written agreement relating to the licensing, the right of use is not limited to a specific number of users. If licensing is agreed to be user-based, under no circumstances will the same individual be counted as using more than one license (i.e.; if a particular individual has need to log into multiple instances of the software, such individual shall only be counted as consuming one license).
- 34.4 If changes to the software are necessary when Randstad migrates the software to different equipment or a different cloud services provider ("lift and shift"), Randstad shall be entitled to perform (or cause to be performed) these changes. At Randstad's request, the supplier shall make these changes within the agreed period and, if no period has been agreed, within a reasonable period. The costs associated with which must be pre-approved by Randstad.
- 34.5 Randstad may not copy the software or otherwise reproduce or change it, except to the extent necessary for a use permitted on the basis of the agreement or the law.
- 34.6 The supplier warrants that:
- (a) the technical and functional properties of the equipment at least satisfy the specifications included in the agreement; and
  - (b) the software has been developed in such a way that proper and fault-free functioning of the software is not obstructed when a certain date is exceeded. In the documentation, the supplier shall indicate the manner in which date indicators are used.
- 34.7 The supplier shall be entitled, with due observance of clause 6 and with reasonable prior notice, to verify, no more than once per annum, that the scope of the use of the software by Randstad is in compliance with the rights granted under the agreement. Randstad may delay any announced audit for a maximum of three months in the event that the risk of disruption to its business operations as a result of the audit is too high at the announced time, or if the key personnel required to supervise the audit from Randstad are absent or unavailable due to other necessary work within Randstad. If that verification indicates that Randstad does not have enough license rights or otherwise infringe, Randstad may correct the unintentional infringement, and remove unused copies of the Software, and Randstad shall additionally purchase any rights that thereafter are still lacking together with related maintenance at the cost level of the existing licenses and maintenance. The supplier may not charge or claim any additional fees, penalties or damage in that regard. Supplier may use a third party to assist with such compliance verification, so long as (i) there is no actual or perceived conflict of interest (e.g. if the proposed firm also performs services for Randstad) and (ii) such third party is not paid on the basis of the breaches found ("bounty" basis).
- 34.8 In the event that the supplier has negotiated licensing terms in a Randstad-specific agreement (not a standard EULA) that conflict with this clause 34, the specific licensing terms in the

agreement will prevail as to the point of conflict, in accordance with clause 2.2. To the extent that the supplier's standard license agreement (under the name EULA, for example) is (also) declared applicable in the agreement, that standard license agreement does not prejudice the provisions in these General Terms, and these General Terms will prevail in the event of conflicting provisions.

- 34.9 To the extent that Randstad purchases standard software with the knowable objective of such software subsequently being parametrized and tuned on behalf of Randstad or otherwise installed or modified specifically for Randstad, the software will be purchased on condition that the implementation is accepted by Randstad. If Randstad does not accept the implementation, Randstad may return the software and the supplier must refund the fees paid for the standard software.
- 34.10 During the term of the agreement, Randstad may swap unused software licenses for licenses for other software offered by the supplier at the fee mentioned in the agreement or, in the absence of an agreed fee, at the supplier's standard fees in effect at that time.

### 35. Software development

To the extent that the supplier's activities relate to the development of custom software (such as client and server applications, mobile apps, interfaces, portals and websites), the provisions in this clause apply. In the absence of software development activities by the supplier in connection with the services, this clause 35 shall not apply.

- 35.1 The supplier shall ensure that:
- (a) the software will be written logically and cohesively;
  - (b) the supplier shall employ commonly used development methods;
  - (c) Source code shall be composed in the English language or another agreed language;
  - (d) the software shall be based on the principles of privacy by design and privacy by default, which includes, but is not limited to, data minimization and testing with anonymized test datasets;
  - (e) the software shall be built and tested based on secure coding standards and practices, such as OWASP and ISO 27034;
  - (f) the supplier shall comply with Randstad Secure Software Development Lifecycle Guidelines;
  - (g) any artificial intelligence components will be included only with full disclosure to and consultation with Randstad before and during the development process, to minimize the risk of bias, support Randstad in any explain ability and transparency requirements and otherwise ensure compliance with Randstad's AI Principles;
  - (h) the software will comply with Web Content Accessibility Guidelines (WCAG) to the extent relevant; and
  - (i) the software contains no third-party software, provided however that the supplier shall nevertheless be entitled to include the following licenses:
    - i. Non-viral open-source licenses such as LGPL, BSD and MIT;
    - ii. Viral open-source licenses such as GPL, if and to the extent agreed with Randstad in writing prior to inclusion.

In the event that the supplier does include third-party software, whether pursuant to the two bullet point exceptions above, with prior Randstad consent, or otherwise, supplier shall maintain a comprehensive log of all such third-party software use, which log shall indicate the type of license, the applicable license terms, the

- source from which the code was obtained, the location (modules) into which the code was introduced, and any other material relevant information about such third-party software. Supplier shall provide Randstad with the log at the time of software delivery to Randstad;
- 35.2 If the supplier must report or register the software with a certain authority, the supplier shall ensure that it does so in Randstad's name. To the extent that costs are involved with registration, they are deemed to be included in the agreed fees.

### **36. Delivery of software**

- 36.1 The supplier shall install, and if deemed necessary by Randstad, implement, the software to be delivered (such as standard and developed custom client and server applications, mobile apps, interfaces, portals and websites) on the Randstad IT environment intended for that purpose (or another environment to be designated by Randstad).
- 36.2 The delivery of software includes all user names, passwords and other codes necessary for use of the software for its intended purpose.
- 36.3 The delivery of software developed on behalf of Randstad also includes the delivery of the documentation as described in clause 38. To the extent that further documentation or explanation is needed to be able to use and/or modify the software, the supplier shall provide these at no additional cost at Randstad's request.
- 36.4 If the supplier has been made aware that its application is purchased by Randstad for use with specific hardware and/or software, the supplier shall inform Randstad in writing whether the application can fully function, without any problems, with any released new version of this hardware and/or software. If functioning without problems is not possible, the supplier shall provide a new version of the application, at no cost, within three (3) months after the new version of the hardware and/or software is released, in order to ensure that the application continues to function without problems.
- 36.5 If Randstad decides to switch to an alternative platform (such as a cloud provider or operating system) that has impact on the application provided by the supplier, the supplier shall make sure the application functions fully and without problems with the new platform. The supplier may charge for the costs of its cooperation only after written approval by Randstad of the specific activities being undertaken and the actual costs at the agreed rates or, in the absence thereof, rates consistent with market practice.

### **37. Software maintenance**

Where maintenance of software has been agreed, the provisions in this clause apply.

- 37.1 The supplier shall provide the following services in connection with maintenance, which services are considered to be included in the maintenance fee:
- (a) user support;
  - (b) remedying breakdowns (corrective maintenance);
  - (c) preventing breakdowns (preventive maintenance), including making software suitable for working with modifications in the operating system; and
  - (d) issuing new versions, which includes, at a minimum, minor and major releases, major and minor updates, fixes and patches, upgrades, additional modules and logical successors to the software (including those related to security, new functionality and/or innovation), etc. that are issued by the software supplier or by the supplier.

- 37.2 The supplier shall provide user support and handling breakdowns in respect of the "current version" of the software, as well as the preceding version, and the version(s) installed for Randstad in the previous three (3) years.
- 37.3 The supplier shall always inform Randstad in good time (and in any case no less than six (6) months in advance) concerning any available new versions of the software and their contents as well as the consequences attached to putting it into operation (release notes). At Randstad's request, the supplier shall make a copy of the new version of the software available at no expense for Randstad's testing and evaluation.
- 37.4 If the software (or any of its functionalities) is (i) replaced by the software supplier with other software (possibly under a different name) that is intended as the replacement or logical successor of the software, or (ii) divided by the software supplier into two (2) or more separate programs, Randstad shall be entitled to receive this replacement or successive software as new version(s) within the context of the maintenance subscription, without being required to pay any additional license fee.
- 37.5 The installation of a new version of the software must not detrimentally affect or otherwise limit the software's performance or application possibilities. If any new version places additional requirements on the platform, Randstad shall be entitled to continue to use the 'current' version, and the supplier shall ensure that the support for this version is maintained until the end of the agreed maintenance obligation, but in any event for a period of at least five (5) years after the supplier has informed Randstad of its intention to terminate the support.
- 37.6 Any new version of the software must have the same interface specifications as its predecessor and must always be completely compatible with the platform on which it runs. This means that installation of any new version must not necessitate modifications to or conversions of the platform. If complete compatibility is not possible, the supplier shall at its own expense make conversion tools and manpower available so that such conversion can still be performed.
- 37.7 The supplier shall ensure that the software is modified to comply with changes in applicable laws and regulations, including the rules of regulatory authorities, at no extra cost to Randstad.

### **38. Documentation**

- 38.1 The supplier shall document the software developed by it in Dutch and/or in English and in a proper and professional manner that is properly accessible for third parties, in order to enable efficient use, user training, management and further development of the software. If the software is delivered outside the Netherlands the documentation shall be in English.
- 38.2 The documentation for software developed on behalf of Randstad includes the underlying technical aspects, design and the underlying source code.
- 38.3 Randstad's right to use services (including software) includes the right to use this documentation (including the documentation of the source code if Randstad has acquired ownership of or a license to the software's source code).
- 38.4 If at any time there prove to be material shortcomings in the completeness or quality of the documentation of the services, the supplier shall immediately remedy the shortcoming(s) at no cost. Any failure by the supplier to document its goods and services in accordance with this clause is deemed to be a material breach of its obligations.
- 38.5 At the request of Randstad, the supplier shall provide Randstad with a complete, accurate and up-to-date overview of Randstad's (user) rights with respect to the software.

### 39. Escrow

- 39.1 If the supplier makes software available for use by Randstad as part of the services, at Randstad's request the supplier shall cooperate in setting up a source code escrow arrangement with respect to the source code of that software. Under this arrangement, the source code and the documentation of the software are to be placed with an escrow agent. Randstad may request this source code and documentation from the escrow agent and use it for its own management and further development of the relevant software if the supplier is no longer available for the performance of the services due to breach of contract, bankruptcy, cessation of its business operations or a decision to stop supporting the relevant software product.
- 39.2 If the supplier provides and/or supplies an online service (such as SaaS/ASP) to Randstad and Randstad is of the opinion that different and/or supplementary continuity safeguards must be implemented that the supplier does not currently provide for, at Randstad's request the supplier shall enter into an agreement with an escrow agent appointed by Randstad, to safeguard the continuity of use of the online service or application and to protect any of Randstad's data comprising or otherwise stored in the application.
- 39.3 Randstad shall bear the costs of the escrow agent as mentioned in paragraphs 39.1 and 39.2 of this clause. However, the supplier and Randstad shall each bear their own costs in setting up the escrow arrangements.

### 40. Security

- 40.1 The supplier shall comply with the security provisions, as set out in the Vendor Information Security Requirements attached hereto or otherwise made available to the supplier.

### 41. Malware

- 41.1 On commencement of the delivery of the services by the supplier, the supplier represents and warrants that the deliverables and/or services contain no "malware" (such as time bombs, Trojan horses, root kits or viruses, or any other malicious or harmful code). Throughout the term of the agreement to which these General Terms apply, the supplier will exercise all reasonable care so that the services provided by it (or the results thereof) contain no malware. Such reasonable care shall include, at a minimum, a daily scan of its systems with a current, supported and updated version of an adequate technology product that is intended to detect malware. Upon the discovery of actual or potential malware, the supplier shall immediately notify Randstad and shall take all steps to prevent or resolve any such issues.
- 41.2 The supplier shall never be entitled (directly or indirectly) to use malware to Randstad's detriment and/or to allow malware to be (automatically) activated, irrespective of any actual or alleged breach of contract by Randstad.
- 41.3 The supplier shall take all reasonable care and precautionary measures to prevent the introduction of malware in the services through the normal use of the services provided by the intended users.
- 41.4 In the event of a violation of this provision by the supplier, the supplier forfeits a fine of EUR 25,000 per event that is immediately due and payable, without prejudice to any other rights of Randstad, including the right to performance of the agreement and the right to compensation for other damage actually suffered by it. If Randstad claims damages from the supplier as a result of a violation of this clause, any penalties paid by the supplier under this clause shall be deducted from the amount of damages.

- 41.5 If malware changes the software, the supplier's maintenance obligations continue to apply. To the extent that there is no warranty or maintenance obligation applicable at the time of such change to the software as a result of malware, the supplier declares and guarantees to remedy the defects caused by malware at its own costs.

### 42. Consequences of the termination of services

- 42.1 Upon full or partial termination of a service for any reason whatsoever (including termination, non-extension of the relevant agreement, and the supplier's bankruptcy), the supplier shall be required to provide the following assistance within twenty four (24) hours of Randstad's request, to enable Randstad to limit the impact of the termination of the service on Randstad's business operations to the extent possible:
- to provide all reasonably necessary cooperation and information to Randstad and any subsequent supplier of Randstad's to limit the impact of the termination of the service on Randstad's business operations to the extent possible and to allow the transition to replacement services to proceed as efficiently as possible, such as the hourly rates last agreed between the parties or, absent such agreement, at rates that are reasonably in accordance with market practice;
  - to continue to provide all or part of the relevant services at Randstad's request in part or in whole for a maximum of twelve (12) months after termination of the agreement until Randstad has completed the transition to the replacement service, at the last applicable rates for such, converting any applicable yearly rates to monthly rates;
  - to return and/or provide at no additional charge, in a format specified by Randstad and in any event in digital form, copies of all Randstad-specific documents, all data of Randstad in complete form, all Randstad-specific (parts of) log files and databases that the supplier has and/or that have been compiled for the performance of the services. These data, (parts of) log files and databases must be provided in accordance with Randstad's instructions to Randstad, or to a third party to be designated by Randstad, in a transparent and ordered manner such that the data, log files and databases can be completely entered into, and processed in, an alternative application without requiring disproportionate effort;
  - to provide copies of licenses' (against rates consistent with market practice) for software used by the supplier in the performance of the services; and
  - to provide the specific assistance indicated in the relevant agreement to support Randstad in phasing out the services and changing over to a successive supplier for replacement services.

## annex 'Randstad Group global supplier code'

version April 2021

### 1. introduction

Randstad is the global leader in the HR services industry. By serving as a trusted human partner in today's technology-driven world of talent, we support people and organizations in realizing their true potential. To underpin our commitment to driving lifetime employability and contributing to economic growth for society as a whole, we have defined our ultimate goal: by 2030, we will touch the work lives of 500 million people worldwide.

Sustainability has been one of Randstad's core values since the company was founded. We operate in such a way that the interests of all parties, directly or indirectly involved in our business, are served simultaneously. Our suppliers make an important contribution to the quality of our services. We therefore require our suppliers to embrace our standards and to comply with this Supplier Code, which is an integral part of our terms and conditions. It aims to ensure that the procurement of goods, works, and services takes place in a socially responsible and sustainable manner, and in conformity with our business principles.

As an industry leader in HR services, we recognize the need to do business with integrity. That is why Randstad is a signatory to the United Nations Global Compact and respects and supports its ten principles regarding human rights, labor, the environment and anti-corruption. Full details are available here: <https://www.unglobalcompact.org/aboutthegc/thetenprinciples/index.html>.

The principles Randstad upholds regarding labor are those outlined in the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work: freedom of association and the right to collective bargaining, elimination of all forms of forced or compulsory labor, effective abolition of child labor, and elimination of discrimination in respect of employment and occupation. Full details are available here: <http://www.ilo.org/declaration/lang-en/index.htm>.

Randstad is fully committed to upholding the highest ethical corporate standards. By making the Global Compact principles part of our strategy, culture, and day-to-day operations, we make sure that Randstad employees and our suppliers meet these fundamental obligations. The ten principles are regarded as part of our Business Principles. Full details of our Business Principles are available here: <https://www.randstad.com/about-randstad/corporate-governance/business-principles/>.

### 2. supplier code

The purpose of this Supplier Code is to ensure that the procurement of goods, works, and services takes place in a socially responsible, ethically compliant manner and in conformity with Randstad's Business Principles. The Code therefore gives rise to obligations for our suppliers, and compliance with this Code is a critical factor in deciding whether we enter into and/or continue a relationship with a supplier. Suppliers are obliged to review all aspects of the Code and should be prepared to operate in compliance with the outlined principles. By signing up to the conditions of the Code, a supplier makes a binding commitment to abide by and uphold those conditions in relation to all Randstad business interactions. The conditions of the Code are also applicable to the supplier's own supply base (sub-suppliers and subcontractors), and the supplier is accountable for ensuring that compliance is assured across all aspects of supply. Randstad reserves the right to amend the Code.

### 3. legislation

The supplier must follow all international, national, and local legislation with regard to health and safety, labor, and the environment. In addition, the supplier must hold all relevant permits before starting an assignment. Where permits are not in place, the supplier must obtain these permits as quickly as possible and within three months of being granted an assignment. Until the required permits are in place, Randstad will implement additional management controls to ensure business protection. The supplier will inform Randstad as soon as the required permits are in place. If local sector standards and/or international guidelines are stricter than legislation in effect locally, the supplier shall comply with these stricter requirements.

### 4. management systems and certification

Randstad expects its suppliers to comply with high industry standards that are relevant for the supplier's industry and related to data protection and information security. If a supplier uses artificial intelligence (AI) as part of its offerings to Randstad, the supplier will make sure that it uses AI ethically and responsibly, and in line with Randstad's AI principles. Randstad aims to work with suppliers who use certified quality management systems and standards (e.g., ISO 9001 and 14001). Suppliers must, depending on the services or products provided, be able to submit the following information:

- relevant information on the impact of its business operations on human rights, the environment, and health and safety;
- management information on the control of quality standards, anti-bribery and anti-corruption (ABAC), data privacy, and information security;
- the quantifiable objectives which the company has formulated in these areas and in what time frame it aims to achieve these; and
- interim information relating to the degree to which the company is making progress on achieving the objectives set.

### 5. monitoring and evaluation

To ensure that overall global governance targets are achieved, Randstad tracks and monitors Supplier Code adoption levels across the supply base. In addition, compliance with the Code will be discussed during critical supplier review meetings and as deemed appropriate at any other moment in time. Should there be reason to do so, Randstad may decide to audit a supplier on the relevant aspects of the Code. This audit may be carried out by Randstad or by a designated third party. If a supplier is not (yet) able to comply with the provisions of this Code, Randstad will discuss with that supplier what measures need to be taken in order to guarantee compliance with the Code in the near future. Non-compliance with the Code may result in either not entering into a relationship with a supplier or termination of an existing relationship. Termination of the supply relationship will include all entities of the supplier corporation.

### 6. human rights

When working for Randstad, we expect our suppliers to understand and promote the importance of our human rights responsibilities in relation to all stakeholders, both within the Randstad Group and in any external business relationships. This includes the promotion of a diverse and inclusive workforce, also at our suppliers. We are especially committed to protecting those groups of people that are more vulnerable in the labor market. Vulnerable groups may vary per country and/or region, and may include children, disabled people, migrant workers, the LGBTI+ community, indigenous people, racial and ethnic minorities, and the long-term unemployed.

The supplier must respect human rights as set out in Randstad's [human rights policy](#), and in accordance with international treaties and provisions. The supplier must be able to demonstrate that all its products and/or services are created without any violation of human rights, including, but not limited to, the absence of child labor and

observance of employees' rights (no forced or bonded labor, protection of health and safety, fair working hours, no discrimination). Any form of non-compliance in respect of human rights may result in automatic termination of the supply relationship with Randstad.

## 7. employees

The supplier must respect and enforce the principles regarding labor in line with Randstad's standards as outlined in the introduction. As set out in our [health & safety policy](#), Randstad attaches the highest priority to health and safety in our business, both for our corporate and temporary workers. We expect the same from our suppliers. In addition, the supplier must ensure that employees who go to Randstad locations are aware of the contents of this Code and the company rules in effect at Randstad (including the environmental rules). Supplier employees may be requested to complete Randstad's compliance training program when this is deemed relevant for the supplier employee's activities for Randstad. The supplier is also responsible for ensuring that its employees working for the Randstad Group have the qualifications, standards, and knowledge appropriate for the job. If the employees of a supplier are found to be in breach of any aspects of the Code, the supplier will be notified, and a plan of action must be agreed to ensure compliance is quickly achieved.

## 8. anti-bribery

In accordance with our business principles, we do not offer, pay or accept bribes. Randstad declines gifts or hospitality that could create undue influence or the appearance of undue influence. Randstad has an active policy to prevent bribery and corruption (see also <https://www.randstad.com/about-randstad/corporate-governance/compliance/>). The supplier must give its full cooperation to the prevention of bribery and corruption and ensure its employees and subcontractors do not in any way commit an act of bribery or corruption in violation of local legislation and international treaties. Unless of nominal value, any gifts or hospitality offered to Randstad employees shall be subject to approval of the employee's manager. Any form of non-compliance in respect of bribery and corruption will not be tolerated and will be investigated, which may result in termination of the supply relationship with Randstad.

## 9. environment

In the realization that the world's natural resources are limited and fragile, Randstad considers environmental protection to be consistent with its overall goals and values, which makes it an important consideration in Randstad's overall activities. Randstad therefore expects suppliers to comply with all applicable environmental laws and regulations.

In accordance with its [environmental policy](#), Randstad aims to work with suppliers who take targeted action with regard to a number of environmental aspects. These include:

- **Reduction of carbon footprint.** A supplier should aim to minimize the use of fossil fuels and to keep CO2 emissions as low as possible, using energy from sustainable sources where this is possible. It has practices in place for reducing consumption of natural resources, reusing materials, redirecting recyclable waste products for reclamation management, limiting business travel, and for purchasing recycled and environmentally friendly materials, each as relevant to the supplier's industry.
- **Reduction of waste and water consumption.** Within the framework of the applicable legislation, a supplier should have a procedure in place for the safe separation, handling, storage, transport, use/re-use and removal of waste, and the sustainable use and re-use of water.

- **Prevention of pollution.** A supplier should have clear objectives for reducing environmental pollution, implementing new technologies to do so where possible.

## annex 'Vendor Information Security Requirements'

version April 2021

Randstad Groep Nederland B.V. and its individual operating companies, divisions, subsidiaries and affiliates (collectively, "**Randstad**") must ensure that access to its information systems, networks, facilities and other resources (collectively, "**Randstad systems**") and its data is appropriately controlled and that these resources are adequately protected. This includes access by Randstad's vendors, other third parties and their respective employees, agents, subcontractors and representatives (collectively, "**suppliers**" and each individually, a "**supplier**").

This Vendor Information Security Requirements document ("**VISR**") sets out the obligations that apply to suppliers that receive access to (i) Randstad systems, (ii) Randstad data, and/or (iii) Randstad premises (in connection with access to Randstad systems and/or Randstad data), when engaged in business with any Randstad entity. This VISR document supplements Randstad's General Terms, and any terms and conditions set out in any agreement between Randstad and Vendor to which this VISR document is attached or that otherwise incorporates this VISR document by reference (the "**agreement**"). Randstad systems and Randstad data are confidential information of Randstad.

For purposes of this VISR document, the following definitions apply:

"**Randstad data**" means personally identifiable information / personal information of Randstad's customers or associates, protected health information, payment card information, and any other confidential or restricted information or data of Randstad that, if disclosed to the public or unauthorized parties (including competitors), is likely to cause significant harm or competitive disadvantage to Randstad (*e.g.*, trade secrets, marketing plans, financial information, budgets, IP (internet protocol) addresses and IP ranges, strategic plans, employee compensation and performance information).

"**Good Industry Practice**" means the standards, practices, methods and procedures conforming to applicable laws and the degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the supplier's industry or business sector.

Terms capitalized but undefined in this VISR document shall have the meanings given to them in the General Terms or the agreement.

### 1. General Obligations

#### 1.1. Security Measures

Where the supplier is providing services using IT systems and/or the services include (in part or in whole) making IT systems available, the supplier will ensure that it has in place professional security and back-up measures in accordance with Good Industry Practice in order to:

- (a) safeguard the continuous availability of these systems for the provision of the services;
- (b) prevent any degradation, mutilation, loss, theft or misuse of these systems and the data processed thereon;
- (c) ensure that any loss of data does not exceed twenty four (24) hours, and that lost data can be restored within twenty four (24) hours of the loss occurring; and
- (d) enable the recovery of the services in the event of any loss of service through appropriate back-up and recovery procedures.

#### 1.2. Data Security

In addition to the data protection obligations set out in General Terms and any applicable Data Processing Annex between the supplier and Randstad, the supplier shall protect all Randstad data processed on any premises and systems managed or owned by or on behalf of the supplier (which includes data in any form, including hard copy and electronic data). The supplier will establish and maintain safeguards against accidental or unauthorized access to, destruction of, loss of, or alteration of Randstad data by applying technical and procedural security measures as are specified in the agreement and/or otherwise in accordance with Good Industry Practice. Such measures shall include, but are not limited to:

- (a) having and maintaining for the duration of the agreement the latest current up-to-date ISO 27001 certification (including the declaration of applicability), which the supplier will provide to Randstad on Randstad's request;
- (b) maintaining hardware hardening in accordance with Good Industry Practice and Randstad instructions by using appropriate security or prevention measures, such as anti-tampering or air gapping, etc.;
- (c) implementing and maintaining security measures in accordance with Good Industry Practice with respect to mobile devices and laptops that are used to store Randstad data on laptops (that are not already equipped with full hard drive encryption). No Randstad data should be stored on or accessed by USB drives, mobile devices, or any other portable storage media belonging to the supplier or its personnel;
- (d) implementing and maintaining measures to prevent Randstad data from being read, copied, modified or removed without authorization during electronic transmission or transport, and to enable Randstad to check and establish to which bodies the transfer of data by means of data transmission facilities is envisaged;
- (e) maintaining technology and processes designed to minimize access for illegitimate processing, including technology for the encryption of data;
- (f) maintaining system and database logs for access to all Randstad data under its control that must be configured to provide event logging to identify a system compromise, unauthorized access, or any other security violation. Logs must be protected from unauthorized access or modification, the supplier will maintain input controls on its systems, and access to such logs will be authorized to users based on their job functions;
- (g) protecting workstations by anti-virus and malware prevention software, in accordance with Good Industry Practice, receiving regular definition updates. Upon detection of a virus or malware, the supplier shall take immediate steps to arrest the spread and damage of the virus or malware and to eradicate the virus or malware;
- (h) protecting servers by firewalls and intrusion protection prevention systems in accordance with Good Industry Practice;
- (i) implementing and maintaining a business continuity plan that will, *inter alia*, allow the supplier to restore the availability and access to the Randstad data in a timely manner to be agreed upon by the parties involved in the event of a physical or technical

- (j) event;
- (j) implementing and maintaining procedures to ensure that Randstad data is only processed in accordance with Randstad's instructions in accordance with any applicable provisions in the Data Protection Annex;
- (k) implementing and maintaining procedures to ensure that data collected for different purposes will be Processed separately; and
- (l) frequently testing, assessing and evaluating the effectiveness of its technical and organisational security measures.

### 1.3. Documentation

- (a) The supplier shall formally document the measures referred to in sections 1.1 and 1.2 above, and make such records available to Randstad upon request for Randstad's inspection.
- (b) The supplier shall notify Randstad of any proposed changes to these measures not less than three (3) months before such changes are due to take effect, provided that the supplier may not make any changes to these measures if such changes will be to the detriment of Randstad. If such proposed changes will, in Randstad's reasonable opinion, have a detrimental impact on Randstad, Randstad shall have a right to terminate the agreement in whole or in part in its discretion and without compensation to the supplier, and shall be entitled to a pro-rata refund of any pre-paid fees in respect of such terminated goods and/or services.

### 1.4. Monitoring

If and while the supplier's personnel are using any of Randstad's IT systems, their system activity (*e.g.*, system events, unauthorized log-in attempts or unauthorized transmissions of confidential information) may be subject to monitoring, in order to protect Confidential Information and/or Randstad data and other assets, to the extent allowed by law and pursuant to all reasonable security instructions and Randstad policies or guidelines.

### 1.5. Endpoint Protection

The supplier shall have effective and up-to-date endpoint protection in place, which includes capabilities for dynamic exploit protection, dynamic malware protection, mitigation, remediation and forensics, on all of the supplier's systems that are used to access, host, store or transmit Randstad's data.

## 2. Maintenance

### 2.1. Maintaining Hardware

The supplier shall apply the following measures with respect to any hardware and peripherals that it provides and/or maintains for Randstad:

- (a) hardware hardening in accordance with Good Industry Practice; and
- (b) security or prevention measures in accordance with Good Industry Practice (anti-tampering, air gapping etc.).

### 2.2. Maintaining IT Systems

Maintenance of IT systems with which or regarding which the services are provided will only be performed at times scheduled in advance at mutually agreed times, in which case the parties shall endeavour to minimize the impact on the business operations of Randstad and its customers and other relations.

## 3. Software Development Services

- 3.1. If the supplier is providing software development services to Randstad, the supplier shall ensure that:

- (a) the software will be written logically and cohesively and will be easy to maintain and support, at low costs;
- (b) the development methods used are commonly used;
- (c) the source code is composed in the English language or another agreed language;
- (d) the software is based on the principles of privacy by design and privacy by default, which includes, but is not limited to, data minimization and testing with anonymized test datasets;
- (e) the software shall be built and tested based on secure coding standards and practices in accordance with Good Industry Practice, such as OWASP and ISO 27034;
- (f) any portals, websites or mobile apps comply with published web accessibility standards in accordance with Good Industry Practice (*e.g.*, Web Content Accessibility Guidelines (WCAG) 2.1);
- (g) the software contains no third-party software, with the exception of: (i) non-viral open-source licenses such as LGPL, BSD and MIT, (ii) viral open-source licenses such as GPL, provided that such software is not integrated in such a way that the software delivered to Randstad by the supplier must be designated as a derived work or is otherwise subject as a whole to that open-source license, and that Randstad is notified of and consents to the use of such software in advance. Other third party software may only be included if Randstad has provided prior written approval, and the supplier maintains and provides to Randstad a log documenting all third party software, identifying the purpose of the code, the modules in which such software is included, and the license applicable to such use;
- (h) it maintains a secure code review process and provides evidence of such process upon Randstad's request;
- (i) it arranges for periodic application penetration testing in respect of the software by a specialised third party;
- (j) it utilises a security checkpoint in change management during the development or maintenance process for the software in accordance with Good Industry Practice; and
- (k) it will apply the following measures in accordance with Good Industry Practice in respect of the software:
  - i. patch management;
  - ii. vulnerability assessment;
  - iii. strong access control; and
  - iv. system hardening

## 4. Randstad Premises

### 4.1. Access to Premises

- (a) The supplier and its employees will only be granted access to Randstad's premises if Randstad has been informed of, and agreed to, their attendance in advance.
- (b) The supplier's employees must provide identification to Randstad's reasonable satisfaction before Randstad shall grant access to its premises and will be required to sign a visitor log, and be escorted at all times while on the premises.
- (c) Randstad shall be entitled to refuse any person access to its locations at any time, in the event of which the parties shall consult on the manner in

which the supplier can subsequently perform its obligations.

- (d) If the supplier or its personnel may access Randstad's premises, it shall ensure that both it and its personnel:
  - i. comply with all policies, guidance and reasonable instructions from Randstad, including in relation to building health and safety;
  - ii. do not attempt to gain access to any facilities or areas that are not specifically related to fulfilling the purpose of the engagement; and
  - iii. will not interfere with Randstad's network or infrastructure or cause any damage to such network or infrastructure.

#### 4.2. Access to IT Systems

- (a) The supplier and its employees shall only have access to Randstad's IT systems in so far Randstad has given its prior consent to such access in writing. Access will be granted to personnel through documented access request procedures, including the following:
  - i. the employees' managers or other responsible individuals must authorize or validate access before it is given;
  - ii. access controls are enabled at the operating system, database, or application level;
  - iii. administrative access will be restricted to prevent changes to systems or applications; and
  - iv. users will be assigned a single account and prohibited from sharing accounts.
- (b) If the supplier has access to Randstad's IT systems, it shall ensure that:
  - i. such access does not impede or otherwise impact Randstad's operations;
  - ii. Randstad's security guidelines are complied with;
  - iii. it shall not use the access for any purpose other than the performance of the services; and
  - iv. the confidentiality of Randstad's information is protected.
- (c) Randstad may attach conditions to the consents referred to in sections 4.1(a) and 4.2(a) above. Randstad shall inform the supplier of any such conditions in writing.

### 5. Privileged Access

- 5.1. Compliance with this section of the VISR document is required for the entire duration of the engagement if the supplier: (i) manages IT systems (hardware or software) for Randstad; or (ii) is responsible for any aspect of Identity and Access Management (IAM) related to Randstad's systems, including Privileged Access controls.
- 5.2. "**Privileged Access**" is defined as access that provides a capability to alter the properties, behavior, or control of an information resource, change system control parameters, alter other users' access to data, or bypass or change system and security controls, administrative privileges to one or more systems.
- 5.3. Where this section applies, the supplier shall:
  - (a) maintain and disseminate to its employees a written access control policy based on Good Industry Practice and the least privileged access principle.

- (b) include formal instructions for the following in its IAM procedures:
  - i. approval for, creation of and providing entitlements for privileged accounts; and
  - ii. removal of Privileged Access upon termination of the engagement with the supplier, when the supplier's personnel change functions and no longer require access, when the supplier's personnel are no longer assigned to the Randstad account or, for any reason, Privileged Access is no longer required,
- (c) maintain a recertification cycle (validation of permissions granted) for privileged accounts that includes:
  - i. maintaining a list of supplier personnel with Privileged Access to Randstad systems or other IT resources that support Randstad systems or operations;
  - ii. reviewing supplier personnel's access rights at regular intervals (at least quarterly) and after any changes, such as promotion, demotion, or termination of employment;
  - iii. taking immediate action to correct any discrepancies discovered during this review; and
  - iv. upon request by Randstad, providing reporting related to this review,
- (d) monitor and log in accordance with Good Industry Practice creation of and changes to privileged accounts for systems used by, accessed by, or in-place to support Randstad and, upon discovery of anomalies, notify Randstad;
- (e) monitor and log in accordance with Good Industry Practice all actions performed by supplier personnel with Privileged Access to systems used by, accessed by or in-place to support Randstad, report any anomalies to Randstad and, upon request, provide a history of all system management actions performed by Randstad personnel that could impact the confidentiality, integrity or availability of services or systems;
- (f) implement procedures for emergency access (*e.g.*, a "break glass" account) and ensure that passwords are properly secured and changed after each use;
- (g) ensure that all supplier personnel (including technical and functional support personnel, operators, network administrators, system programmers, and database administrators) have an individually-assigned unique identifier (user ID) that can be traced to the accountable individual;
- (h) implement controls to ensure secure log-on procedures, quality passwords, a secure authentication method, and session time-outs for inactive sessions at the network, operating system and database level; and
- (i) ensure that non-personal accounts (*e.g.*, admin or root, service accounts, batch accounts, and back-up accounts) cannot be used by an individual for system access.

### 6. Audits

- 6.1. Randstad's audit rights under the General Terms and the agreement also explicitly apply to the security aspects of the services. At Randstad's request, the supplier shall agree to and cooperate with the performance of an audit of those

security aspects by internal auditors of Randstad and/or external auditors to be appointed by Randstad. Active tests will be performed on the supplier's systems (such as PEN tests), the manner and timing of which shall be mutually agreed.

- 6.2. The supplier shall have the security of the services provided certified at least annually by a qualified independent auditor by means of an ISAE 3402 type 2 or SOC 2 certificate or an equivalent future standard to which Randstad has consented. The supplier shall promptly inform Randstad of each certification and provide a copy of the auditor's report.
- 6.3. Periodically, and in any case no less than once a year, the supplier itself shall audit and test the security of the services (including conducting application penetration tests) and the systems and facilities used for the services, and shall make the results of these audits available to Randstad at Randstad's request.
- 6.4. All security risks identified when carrying out tests in accordance with the agreement or identified in audits by the supplier or Randstad will be resolved at the supplier's expense within ten (10) working days after their discovery, without prejudice to Randstad's other rights if damage is already suffered as a result of the identified risks before the end of that period. In the event that the supplier fails to perform this obligation and unauthorized third parties can obtain access to the data as a result, the supplier shall forfeit to Randstad an immediately due and payable penalty of EUR 10,000, to be increased by EUR 1,000 per working day until the risk has been remedied, without prejudice to Randstad's other rights, including the right to performance, the right to rescission (*ontbinding*) due to breach of contract and/or the right to damages.

## 7. Security Breaches

- 7.1. In the event of any kind of actual or suspected unauthorised access to and/or exposure of Randstad data and/or any other element of the services, as a result of which the confidentiality, integrity or availability of the Randstad data, other data processed by Randstad with the services and/or the services itself is or may be breached (a "Security Breach"), the supplier shall promptly (and, in any event, within no more than twenty four (24) hours of becoming aware of the Security Breach) inform Randstad of this via [security@randstadgroep.nl](mailto:security@randstadgroep.nl). Such notice of a Security Breach must include details of the following:
  - (a) the nature of the Security Breach;
  - (b) the authorities where more information can be obtained about the breach;
  - (c) the recommended measures for limiting the negative consequences of the Security Breach; and
  - (d) the identified and suspected consequences of the Security Breach on the processing of Randstad Personal Data and the measures taken or proposed by the supplier for remedying those consequences.
- 7.2. With regard to each Security Breach, the supplier shall provide all cooperation required by Randstad, including the provision of sufficient information and support in respect of investigations by any regulators:
  - (a) to remedy and investigate the breach and prevent future breaches;
  - (b) to limit the impact of the breach on the privacy of the data subject or subjects; and/or
  - (c) to limit Randstad's damage as a result of the breach.
- 7.3. The supplier shall implement and maintain an incident management procedure that allows it to inform Randstad within the required timeframe of any Security Breach and, in

addition, have a process in place to learn from the incidents/attacks to improve its existing security level. Such procedures shall include periodic evaluation of recurring issues that might indicate a Security Breach.

- 7.4. Without prejudice to the foregoing, the supplier shall ensure that it shall keep a record of each Security Breach, including the facts and data concerning the incident, its consequences and the corrective measures taken, and shall provide Randstad with a copy of the same upon request.
- 7.5. The supplier shall perform an investigation into each Security Breach and shall keep Randstad informed of the results of this investigation and take all necessary measures to limit the consequences of the Security Breach to the extent possible and to prevent its recurrence.

## 8. Job Control

- 8.1. The supplier shall implement procedures to ensure the reliability of its employees and any other personnel acting under its supervision that may be exposed to, or otherwise have access to and process, Randstad data prior to commencement of their employment.
- 8.2. The supplier shall implement procedures to ensure that its personnel are aware of their responsibilities under this VISR document, the General Terms and any applicable Data Processing Annex between the supplier and Randstad. The supplier shall instruct and train any person that it authorizes to have access to the Randstad data on applicable data protection legislation as well as on all relevant security standards in accordance with Good Industry Practice. The supplier shall commit such personnel in written form to comply with data secrecy, the applicable data protection laws and other relevant security standards in accordance with Good Industry Practice.
- 8.3. The supplier shall only grant access to Randstad data on a need-to-know basis and promptly act to revoke access to Randstad data when, for any reason, access is no longer required.
- 8.4. The supplier will have in place a data protection policy and a document retention policy, with which its personnel must comply.

## 9. Return of Data.

- 9.1. Notwithstanding the supplier's obligations under clause 42.1(c) of the General Terms, upon termination of the agreement, upon request of Randstad, or at any such other time as may be required by applicable law, the supplier must securely return, securely destroy or render unreadable or indecipherable all Randstad data that remains in the supplier's possession or control, and provide Randstad with a written certification that such return or alternate action has occurred.